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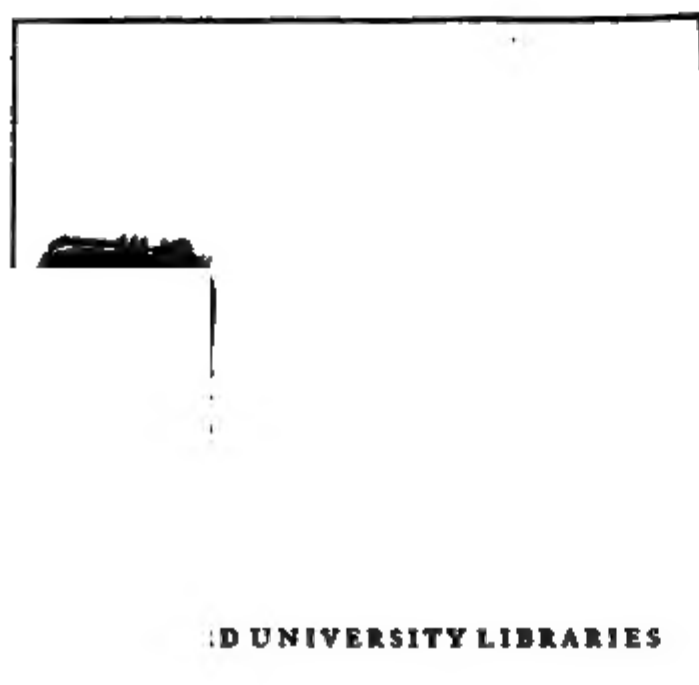
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HAWAIIAN INVESTIGATION.

Part 3.

EXHIBITS, MEMORIALS, PETITIONS, AND LETTERS

PRESENTED TO THE

COMMITTEE ON PACIFIC ISLANDS AND PORTO RICO,
UNITED STATES SENATE.

UNDER

SENATE RESOLUTION NO. 30, FIRST SESSION FIFTY-SEVENTH CONGRESS, OF
DATE JUNE 2, 1902, AUTHORIZING AND DIRECTING THE COMMITTEE
ON PACIFIC ISLANDS AND PORTO RICO TO INVESTIGATE
THE GENERAL CONDITIONS OF THE ISLANDS OF
HAWAII, AND THE ADMINISTRATION
OF THE AFFAIRS THEREOF.

WASHINGTON:

GOVERNMENT PRINTING OFFICE.

1903.

HAWAIIAN INVESTIGATION.

EXECUTIVE CHAMBER, TERRITORY OF HAWAII,
Honolulu, September 9, 1902.

The Hon. JOHN H. MITCHELL,
*Chairman subcommittee of the Senate Committee
on Pacific Islands, etc., Honolulu, T. H.*

SIR: It is with great satisfaction that I have received your letter on behalf of the subcommittee of the Senate Committee on Pacific Islands and Porto Rico, commissioned to investigate the general conditions of the islands of Hawaii and the administration of the affairs thereof, inviting me to confer with the committee upon the general question of legislation in the interest of the people and government of the Territory of Hawaii.

I feel that the presence of your committee in these islands for the purpose of investigating matters relating to this subject can not fail, in the acquisition of information to be laid before Congress, of resulting in important benefits to the Territory.

The subject of the administration of our public lands is one of extreme importance to the inhabitants of this Territory, inasmuch as the present system and policy having developed gradually in accordance with local conditions and the topography of the country, and the public having become accustomed to its methods, radical changes should not be introduced without assured benefits corresponding with the probable expense and disturbance of such innovations.

I shall make it my duty to lay before your committee all possible information that may aid it in reaching a full understanding of this subject in all its bearings.

I would further call your attention to the following matters, the investigation of which would probably be of benefit to the Hawaiian community:

Hawaiian coins now in circulation; the Kohala ditch scheme; payment of the claims awarded by the fire commission; insufficiency of the Territorial revenues for carrying on the public business; the necessity of the establishment of a bureau of forestry, to be administered upon scientific principles; the need of a Federal building in Honolulu for the accommodation of the Federal court, the post-office, and internal-revenue officers, the question of the introduction of Chinese laborers for limited periods and for the performance of agricultural labor only, and protection of sea fisheries.

Pardon this brief statement. Not knowing the methods your committee would adopt in making its investigations, the government of the Territory has refrained from taking the initiative, but holds itself in readiness to respond to the plans of your committee and to aid it in all possible ways.

Very respectfully,

SANFORD B. DOLE.



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LAND ACT, 1895.

ACT 26.

AN ACT Relating to public lands, and amending sections 36, 39, and 40 of the civil code, relating to the care of government lands; section 42 of the civil code and act 44 of the laws of 1876, chapter 5 of the laws of 1878, and act 48 of the laws of 1880, relating to the disposal of government lands; sections 43 and 44 of the civil code, relating to the conveyance of government lands; section 45 of the civil code, relating to surveys and boundaries of government lands; sections 46 and 47 of the civil code, relating to land and chapter 87 of the laws of 1892, relating to homesteads, and repealing act entitled "An act to create a sinking fund," approved December 31, 1864, and act entitled "An act to relieve the royal domain from encumbrances and to make the same inalienable," approved January 3, 1865.

Be it enacted by the Legislature of the Republic of Hawaii:

SECTION 1. The short title of this act is "Land act, 1895."

PART I.

INTERPRETATION.

SEC. 2. In this act, if not inconsistent with the context, "lands" means all lands heretofore classed as Government lands, and all lands heretofore classed as Crown lands, and all lands that may hereafter come into the control of the Government by purchase, expropriation, escheat, or by the exercise of the right of eminent domain or otherwise, except as below set forth.

"Commissioners" means commissioners of public lands.

"Subagent" means the subagent of the public lands of the district where the land under consideration is situated. "District" means the land district as constituted under this act, where the land under consideration is situated.

"Land patent" means a Government grant of real estate in fee simple.

A "general lease" means any lease made by the commissioners except those made under the provisions of parts 6 and 7 of this act, and all outstanding leases of Government and Crown lands.

A "land license" means a privilege granted by the Government for the occupation of land for certain special purposes, such as the cutting and removal of timber, the removal of soil, sand, gravel, or stone.

"Homestead lease" means a lease of land made under the provisions of this act for a term of nine hundred and ninety-nine years, which is inalienable and not subject to attachment.

"Certificate of occupation" means an instrument preliminary to a homestead lease, giving the applicant possession of land.

"Occupier" means a person entitled to the possession of land under a certificate of occupation.

"Right of purchase lease" means a lease with a right of purchase provided by this act.

"Cash freehold" means a right of possession to land under an agreement called a freehold agreement under the provisions of this act.

"Freeholder" means a person holding land under a freehold agreement.

“Permanent improvements” means houses, fences, roads, reclamation of swamp land, the planting of trees, coffee and other perennial crops, and the clearing of land from forest growth, brush, or stones preliminary to the cultivation of the same.

Provided, however, that this act shall not apply to the following classes and descriptions of land, the property of the Government, all of which shall remain under the control and management of the minister of the interior:

Town lots, sites of public buildings, lands used for public purposes, roads, streets, landings, nurseries, tracts reserved for forest growth and conservation of water supply, parks, and all lands which may hereafter be used for public purposes. All land hereafter reserved by the commissioners for public purposes shall thereupon at once pass under the control and management of the minister of the interior.

The minister of the interior, with the consent of the executive council, shall have the authority at any time to turn over to the commissioners for the purposes of this act any lands or parts of lands reserved for public uses.

PART II.

GENERAL PROVISIONS.

SEC. 3. Public lands for the purpose of this act are hereby classified as follows:

1. *Agricultural lands*.—First class: Land suitable for the cultivation of fruit, coffee, sugar, or other perennial crops with or without irrigation.

Second class: Land suitable for the cultivation of annual crops only.

Third class: Wet lands, such as kalo and rice lands.

2. *Pastoral land*.—First class: Land not in the description of agricultural land, but capable of carrying live stock the year through.

Second class: Land capable of carrying live stock only part of the year, or otherwise inferior to first-class pastoral land.

3. *Pastoral agricultural land*.—Land adapted in part for pasturage and in part for cultivation.

4. *Forest land*.—Land producing forest trees, but unsuitable for cultivation.

5. *Waste land*.—Land not included in the other classes.

SEC. 4. All future leases of public lands in the classes of agricultural, pastoral, and pastoral-agricultural lands, except leases executed under the provisions of parts 6 and 7 of this act, may contain a proviso that the Government may at any time, with reasonable notice and without compensation, except for improvements taken, take possession of any part of the premises covered by such leases which may be required for laying out and constructing new roads or improving or changing the line or grade of old roads, and take from such premises soil, rock, and gravel as may be necessary for the construction or improvement of such roads; provided, that such privilege of taking without compensation shall not extend to such parts of such premises as are under cultivation with annual crops or sugar until such crops shall be harvested, nor to such parts of such premises as are planted and cultivated with coffee, fruit trees, or other perennial crops, or occupied or improved with permanent improvements, except fences.

SEC. 5. The commissioners of public lands may from time to time by public notice proclaim as a road or street any portion of the public lands not occupied under the provisions of parts 6 and 7 of this act.

PART III.

GENERAL ADMINISTRATION.

SEC. 6. There shall be a board of three commissioners, composed of the minister of the interior and two persons appointed and removable by the president, with the approval of the cabinet, one of whom shall be designated the agent of public lands. Such board shall designate the commissioners of public lands, and shall have the control and management thereof under the provisions of this act. The appointed members of the commission may be removed by the president with the approval of the cabinet.

SEC. 7. For the purposes of this act the republic is divided into the following land districts:

First district: That portion of the island of Hawaii known as Maui and Puna.

Second district: That portion of the island of Hawaii known as Hamakua and Kohala.

Third district: That portion of the island of Hawaii known as Kauai and Kau.

Fourth district: The islands of Maui, Molokai, Lanai, and Kahoolawe.

Fifth district: The island of Oahu.

Sixth district: The islands of Kauai and Niihau.

SEC. 8. The commissioners shall be represented in each district by an officer who shall be designated the subagent of public lands. The subagent shall be appointed by the commissioners and be removable at their discretion.

SEC. 9. The commissioners shall have power from time to time to establish forms of all instruments necessary for carrying out the provisions of this act and not herein expressly provided for, and to make, alter, and amend the rules and regulations for surveying public lands, for the protection of forests and reservations for forest growth, for the granting of licenses, for the management of all public reserves and unoccupied public lands, and for more fully carrying out the objects and purposes of this act and guarding against evasions and violations of this act.

SEC. 10. The commissioners with the approval of the cabinet shall have power to purchase lands for homestead purposes with any money that may be appropriated therefor.

SEC. 11. The commissioners may from time to time appoint one or more persons in each district to be rangers of public lands. The duties shall be to observe and see that the provisions of this act are complied with in their respective districts in relation to the obligations of tenants and grantees of public lands, and report to the subagent and otherwise to discharge such duties in relation to the public lands of the district as the subagent shall require.

SEC. 12. The commissioners shall have authority to employ the necessary clerks and surveyors for carrying on the work of the commission, and to fix their pay. They shall also fix the pay of subagents and rangers. The pay of the commissioners shall be fixed by the legislature.

SEC. 13. The agent of public lands shall be the active business

representative of the commissioners, and shall, under their direction and through the subagents or otherwise, administer the affairs of the public lands under the provisions of this act, and shall have authority to administer oaths in all matters relating to the administration of the public lands.

SEC. 14. The powers and duties of subagents within their respective districts shall, subject to the control of the commissioners and, in addition to those otherwise provided in this act, be as follows :

1. To prevent unlawful occupation of or trespassing on public lands.

2. To cause all trespassers and persons unlawfully occupying public lands, and their effects, and all animals trespassing on such lands to be removed therefrom and such animals to impound according to law.

3. In the name of the government to enter on any public lands in order to take possession thereof, and to resume possession of public lands in case of surrender, forfeiture, or escheat.

4. To enforce contracts respecting sales, leases, licenses, or other disposition of public lands.

5. To recover rents, purchase moneys, and other moneys due the government in respect of any sales, leases, licenses, or other disposition of public lands, or for use and occupation thereof.

6. To recover money due the government for injury or damage done to any public lands by wrongful entry and occupation or by wrongful removal therefrom or destruction of any property of the government.

7. To bring such actions and proceedings as may be necessary to carry out the foregoing powers and duties in the name of the government, and to defend such actions brought against the government as may be authorized, in the courts of the district in relation to the public lands thereof.

8. To keep a record of all his official transactions, including all contracts made by him with individuals and between individuals in relation to public lands within his jurisdiction, and all surrenders, forfeitures, and escheats of such lands, and facts of the decease of any occupier, lessee, or freeholder and names of the successors to their rights as such.

9. To administer oaths in all matters appertaining to the administration of the public lands.

SEC. 15. All disputes, disagreements, or misunderstandings between the parties to any certificate of occupation, homestead lease, right of purchase lease, or freeholder agreement, touching the construction of such instruments or in any wise relating thereto, which can not be amicably settled, shall be referred to the circuit judge in whose jurisdiction the premises in question are situated ; and such circuit judge shall have full and exclusive authority in chambers without the intervention of a jury for adjudicating such matters, subject only to appeal to the supreme court.

PART IV.

LAND PATENTS.

SEC. 16. Land patents shall be signed by the president and countersigned by the minister of the interior, and shall be stamped according to law, which stamp shall be paid by the purchaser.

SEC. 17. The commissioners may with the consent of the executive council sell public lands not under lease, in parcels of not over a thousand acres, at public auction for cash. Upon any such sale and the payment of the full consideration therefor, a land patent shall be issued to the purchaser.

And they may, with such consent, sell public lands not under lease in parcels of not over six hundred acres, at public auction upon part credit and part cash and deliver possession under an agreement of sale containing conditions of residence on or improvement of the premises sold, or of payment by installments or otherwise of the purchase price or all or any of such conditions.

Which agreement shall entitle the purchaser to a land patent of the premises upon the due performance of its conditions.

The commissioners shall have authority to fix any upset price for all such sales for cash or part credit and part cash.

All such sales shall be held in Honolulu, or in the district where the land to be sold is situated. Any person designated by the commissioners may act as auctioneer at such sales without taking out an auctioneer's license.

Provided, however, that land patents may be issued in exchange for deeds of private lands or by way of compromise, upon the recommendation of the commissioners and with the approval of the executive council without an auction sale; and further provided, that the president may, in his discretion, upon such recommendation and approval, execute quitclaim deeds for perfecting the titles of private lands where the titles are purely equitable, or where such lands are suffering under defective titles, or in cases of claims to use of lands upon legal or equitable grounds.

SEC. 18. All proceeds of sales of public lands shall be set apart as a special fund for the payment of the bonded indebtedness of the government or for the purchase of other lands, as provided by section 10 of this act.

PART V.

GENERAL LEASES.

SEC. 19. The commissioners may, at their discretion, make general leases of public lands for any number of years, not to exceed twenty-one, at public auction, but no such lease shall contain a privilege of renewal nor be made for any land already under a lease which has more than two years to run. In no case shall it be lawful to collect rents on any such lease for more than one year in advance or to receive anything in the nature of a bonus for executing the lease. Any such payment and receipt of rents for more than one year in advance or of such bonus shall render void the lease on account of which such advance rent or bonus is paid, upon proof thereof before any court having jurisdiction in such a case.

SEC. 20. Previous to the last two years of the term of any general lease the commissioners shall, with the approval of the cabinet, decide in regard to the premises covered by such lease whether the same shall be demised under a new lease or be reserved by the government for any other disposition thereof under this act, or for forest improvement or for the development of water supply, or other public uses, or for

SEC. 27. The violation of any of the conditions of a general lease to be performed by the lessee shall be sufficient cause for the commissioners, with the approval of the cabinet, to take possession of the demised premises without notice, demand, or previous entry and without legal process, and thereby determine the estate created by such lease.

PART VI.

HOMESTEAD LEASES.

SEC. 28. The commissioners of public lands are hereby authorized and instructed to cause to be surveyed and set apart from time to time suitable portions of public lands for the occupation of such persons as may desire to obtain homesteads under this part of this act. Lands shall be selected only from agricultural and pastoral lands, shall be laid out in lots of not over eight acres in first-class agricultural land, not over sixteen acres in second-class agricultural land, not over one acre in wet land, not over thirty acres in first-class pastoral land and not over sixty acres in second-class pastoral land, and not over forty-five acres in pastoral-agricultural land. Convenient roads and grade and direction shall be surveyed, connecting such lots with a public road.

SEC. 29. Upon the completion of any such survey the surveyor shall furnish the commissioners with a copy of the chart thereof and a copy to the subagent. The agent of public lands shall thereupon give public notice through newspapers or posters, or both, in the English and Hawaiian language, and, if he deem it advisable, in any other language in which newspapers in the republic are published, declaring the said land to be open for settlement according to the provisions therefor set forth in this act.

SEC. 30. Such charts of survey shall be opened to public inspection during business hours without charge. All applications for a homestead in said lots shall be made in person by the applicant at the office of the subagent, and shall include a sworn declaration substantially according to the form of Schedule A. The applicant shall pay to the subagent a fee of two dollars at the time of making the application. Upon receiving any such application and the said fee, the subagent shall enter upon the application the day and hour of receiving the same and give a receipt of the said fee. In case two or more persons apply for the same lot, the one whose application is first received shall have preference. The fee deposited by the unsuccessful applicant shall be returned to him. No application not including a declaration of qualifications as above required or not accompanied with the said fee shall be received or considered.

QUALIFICATION OF APPLICANTS.

SEC. 31. Any citizen by birth or naturalization, and any person who has received letters of denization, and any person who has received special rights of citizenship, over eighteen years of age, who is not under any civil disability for any offense, who is not delinquent in the payment of taxes, who has not made a false declaration in applying for land under this act, who is not the owner in his own right of any land in the Hawaiian Islands not classed as wet land, and who is not

applicant for any other interest in land under this act, may make application for one of the said lots for his own use and benefit under the provisions of this part of this act.

Provided, however, that any qualified person may apply for one lot of wet land in addition to land of any other description already applied for or acquired by him under this part of this act, where such lot of wet land is reasonably near such other lot; and

Further provided, that no application of a married person whose wife or husband owns land other than one acre of wet land in her or his own right in the Hawaiian Islands, or who is an applicant for land under this act, shall be received or considered unless the marriage status of such person has been affected by a decree or annulment, separation, or divorce.

SEC. 32. If the qualifications of the applicant are satisfactory according to the foregoing statement thereof, the subagent shall execute a certificate of occupation in three parts for the lot applied for in favor of the applicant, and deliver one part to the applicant, another shall be filed with the agent of public lands, and the subagent shall keep the third on file in his office. The applicant upon receiving the said certificate shall have the right to take possession of and occupy the land described therein and shall then be known as an occupier, which shall also be the designation of any successors to his rights under the said certificate of occupation. The occupier shall be entitled to a lease of said premises at the end of six years from the date of such certificate of occupation, if all of the conditions of such certificate to be performed by the occupier shall have been substantially performed by him. The receipt of such certificate by the occupier shall be an acceptance and affirmation of the stipulations and conditions therein set forth.

CONDITIONS OF OCCUPATION.

SEC. 33. The right of possession of the occupier shall, in addition to the conditions set forth in section 41, be subject to the following special conditions:

1. He shall, before the end of two years from the date of the certificate of occupation, build a dwelling house on the said premises unless a suitable dwelling house is already a part of the same.

2. He shall, before the end of two years from the date of the certificate of occupation, begin to reside on the said premises.

3. He shall continuously maintain his home on the said premises from and after the end of two years from the date of the certificate of occupation.

4. He shall, before the end of six years from the date of the certificate of occupation, reduce to cultivation and have in cultivation at one time not less than ten per cent of the said land, or reduce to cultivation and have in cultivation at one time not less than five per cent of the said land, and plant and keep in good growing condition on the said premises an average of not less than ten timber, shade, or fruit trees per acre thereof, if the same is classed as agricultural land; or if the same is classed as pastoral land, he shall, before the end of six years from the date of the certificate of occupation, fence in the same.

SEC. 34. If at the end of two years from the date of the certificate of occupation it shall appear that the occupier has failed in performing either the first or second condition set forth in the last preceding

8. If there are no brothers and sisters, then in the widows or widowers of the brothers and sisters.

9. If there are no such widows or widowers, then in the nephews and nieces.

10. If there are no nephews or nieces, then in the widows or widowers of the nephews and nieces.

11. If there are no such widows or widowers, then in the grandchildren of the brothers and sisters.

12. If there are no grandchildren of any brother or sister, then in the republic of Hawaii.

And all such successors, except the republic of Hawaii, shall be subject to the performance of the unperformed conditions of such certificate of occupation or lease, in like manner as the decedent would have been subject to such performance if he had continued alive.

Provided, however, that if a widow or widower in whom such interest shall have vested as aforesaid shall thereafter marry again and survive, or shall die, leaving a widower or widow and a child or children of first marriage surviving, the interest of the deceased shall vest in such child or children. And further provided, that in case two or more persons succeed together to the interests of any occupier or lessee according to the foregoing provisions, they shall hold the same in joint tenancy so long as two or more shall survive, but upon the death of the last survivor the estate shall descend according to the provisions of the first part of this section. And in case of such joint tenancy, the continuous residence of any such tenants upon the premises shall constitute sufficient performance of the conditions of residence set forth in sections 33 and 39.

SEC. 44. In case of the death of an occupier or lessee the interests of the successors shall not be liable to forfeiture during a period of six months from such death. If no successors to the deceased shall take possession of the premises within a year from the death of the tenant, the premises shall thereupon vest in the government.

SEC. 45. In case two or more persons succeed together to the interests of an occupier or lessee, any one or more of such persons less than the whole number may file in the office of the subagent an offer to sell to them their own interest therein at a stated price according to the proportion of the respective interest in question, and may deposit with the subagent the amount of such offered price in money, with a fee of ten dollars. The subagent shall thereupon notify the parties to whom such offer is made of the nature of the offer and order them to file with him their answer within sixty days whether they will sell according to such offer. If the parties to whom such offer is made file with the subagent within sixty days of the time of receiving such notification of their answer stating that they will sell their interest according to the terms of the offer, the subagent shall endorse the fact of such sale, with the amount of the consideration, on the certificate of occupation or the lease, as the case may be, and deliver to such parties the amount of such consideration deposited with him according to their individual interest; and the interest of such parties shall thereupon vest in the parties making the said offer. The fact of such transfer shall be properly recorded in the official records of the subagent and endorsed upon the certificate of occupation or lease by the occupier or lessee. If, however, the parties to whom

offer is made fail to answer within sixty days from the time of their being notified of such offer, or within sixty days from the time the notice of such offer is mailed to their last known place or places of abode, or shall answer within sixty days that they will buy the interest of the parties making such offer on the terms offered, but fail within sixty days after such notification to deposit the amount representing the value of such interest according to the terms offered, their interest shall vest in the parties making the offer and the amount of such consideration shall be paid by the subagent to them individually or their respective representatives upon application. In such case the fact of such transfer shall be recorded and endorsed as above provided.

But if the parties to whom such offer is made shall, within sixty days from the time of such notification, make answer to the subagent that they will buy the interest of the offering parties and shall deposit within sixty days with him the amount required for such purpose according to the terms of the offer, the subagent shall endorse and record the fact of such sale as above provided, and pay to the offering parties the said amount according to their individual interests; and the interest of the offering parties shall thereupon vest in the answering parties. In such case the consideration money deposited by the offering parties shall be returned to them.

SEC. 46. The limit of sixty days above provided in which parties shall answer shall date from the time the last person entitled to notification is notified, in the manner above set forth. No transfer of interests in a certificate of occupation or a lease owned by two or more persons as provided in section 45 shall be valid if any of the said persons are minors under the age of eighteen years unless such minors are represented by statutory guardians.

SEC. 47. Land held by two or more persons under a homestead lease shall not be subject to partition.

SEC. 48. In case the interest in any such certificate of occupation or lease should vest solely in a married woman or a minor under the age of eighteen years under the provisions of section 43, the conditions of residence set forth in sections 33 and 39 shall be satisfied respectively during coverture of such married woman, or during the time such minor is under eighteen years of age, by the residence of an agent.

SEC. 49. In case two occupiers or one occupier and one lessee should intermarry not less than twelve months after the date of the most recent certificate of occupation taken out by either of them, the said conditions of residence shall be satisfied by their residence on either of their holdings.

SEC. 50. Land held either under a certificate of occupation or under a homestead lease shall be liable to taxation as estates held in fee.

SEC. 51. Certificates of occupation and homestead leases shall not require to be stamped.

SEC. 52. In case of a surrender by occupiers or lessees of their interest to the government, as provided in section 38, if all the conditions of the surrendered certificate of occupation or lease to be performed by the occupier or lessee up to the time of such surrender shall have been substantially performed, the persons so surrendering such interest shall be entitled to receive from the government the value of the permanent improvements on the premises surrendered, whenever such value shall be received by the government from a new tenant according to the provisions of section 54, and the minister of finance is

hereby authorized to pay the amount of such valuation upon requisition of the commissioners out of any funds available for purpose.

SEC. 53. In case the interest of a married woman or a minor under the age of eighteen years, being the sole owner of a homestead under the provisions of section 43, shall be forfeited for nonperformance of condition of the certificate of occupation or lease when forfeiture is due to such coverture or infancy, such owner shall be entitled to receive from the government the value of the permanent improvements on the forfeited premises whenever such value shall be received by the government from a new tenant according to the provisions of section 54, and the minister of finance is hereby authorized to pay the amount of such valuation upon the requisition of the commissioners out of any funds available for such purpose.

SEC. 54. In case of the surrender, forfeiture, or escheat to the government of a homestead lease, the land held thereunder may be held open for settlement, charged with the value of the permanent improvements thereon, as a homestead lease, a right of purchase lease, or cash freehold, or may be reserved for public uses in the discretion of the commissioners. If such premises are held open for settlement as aforesaid, the unimproved value thereof and the value of the permanent improvements thereon shall be appraised separately. The appraisement shall be made by a board consisting of the subagent and another person to be appointed by the commissioners. Such appraiser shall not be a person holding a government office. The appraisement shall be subject to review by the commissioners, and an appraisement adopted by them shall be good for one year, after the expiration of which time the premises may be appraised anew as aforesaid. If the premises shall be disposed of under the provisions relating to homestead leases or right of purchase leases, the new tenant shall pay for such permanent improvements in cash upon receiving his certificate of occupation or lease. But if such premises are held for settlement as a cash freehold, they shall be offered at auction at the aggregate sum of the appraised value of the permanent improvements and the unimproved value thereof as an upset price.

PART VII.

RIGHT OF PURCHASE LEASES AND CASH FREEHOLDS.

SEC. 55. The commissioners of public lands, with the approval of the cabinet, are hereby authorized and instructed to cause to be surveyed and set apart from time to time suitable portions of public lands for the occupation of such persons as may desire to obtain the same under this part of this act. Such lands shall be selected from agricultural and pastoral lands and shall be laid out in lots of not over one hundred acres in first-class agricultural land, not over two hundred acres in second-class agricultural land, not over five hundred acres in wet land, not over six hundred acres in first-class pastoral land, not over twelve hundred acres in second-class pastoral land, and not over four hundred acres in mixed agricultural and pastoral land. Convenient roads as to grade and direction shall be surveyed connecting such lots with a public road.

APPRAISEMENT.

SEC. 56. Upon the completion of any such survey, a board of appraisers, consisting of the subagent and another person appointed by the commissioners, shall appraise the same at a reasonable market rate, and report such appraisement to the commissioners by a written statement clearly referring to the lots by number as laid out in the chart of the survey. Such appointed appraiser shall not be a person holding any other government office. And the surveyor shall furnish the commissioners with a copy of such chart, upon which is clearly marked in figures, within the lines defining each lot, the amount of the appraisement thereof in dollars and cents, and a similar copy to the subagent, provided that such appraisement may be altered by the commissioners. Such charts of survey shall be open to public inspection during business hours, without charge.

SEC. 57. The agent of public lands shall thereupon give public notice, in the English and Hawaiian languages, through newspapers and posters, and, if he deem it advisable in any other language in which newspapers in the Republic are published, and shall post such notice at the post-office and court-house of the district, declaring such lots to be open for settlement according to the provisions therefor in this part of this act.

QUALIFICATIONS OF APPLICANTS.

SEC. 58. Any person who is over eighteen years of age, who is a citizen by birth or naturalization, or who has letters of denization, or who has received special rights of citizenship, who is under no civil disability for any offense, who is not delinquent in the payment of taxes, who has not made a false declaration in applying for land under this act, who does not own any agricultural land not classed as wet land, nor any pastoral land in the Hawaiian Islands, and who is not an applicant for any other interest in land under the provisions of this act, may apply for one of the said lots for his own sole use and benefit, either as a right-of-purchase lease or as a cash freehold.

Provided, however, that any qualified person may apply for one lot of wet land in addition to land of any other description already applied for or acquired by him under this part of this act, where such wet land is in the neighborhood of such other land; and

Further provided, that any qualified person who owns less than one hundred acres of first-class agricultural land, or less than two hundred acres of second-class agricultural land, or less than six hundred acres of first-class pastoral land, or less than twelve hundred acres of second-class pastoral land, which is not subject to a condition of residence, and who owns in fee no other agricultural or pastoral land, except wet land, shall be competent to acquire under the provisions of this part of this act so much additional land of the class already held by him as together with such land shall not exceed in the aggregate the above-mentioned maximum quantity for such class, or shall be competent to acquire additional land of some other description, except wet land, in the ratio of twelve parts of second-class pastoral land, six parts of first-class pastoral land, or two parts of second-class agricultural land to one part of first-class agricultural land, sufficient to take up such maximum quantity relatively, according to the class of the new land applied for; and further provided, that both husband and wife

may not be applicants for holdings under this part of this act if their marriage status has been affected by a decree of annulment, separation, or divorce.

RIGHT OF PURCHASE LEASES.

SEC. 59. All applications for right of purchase leases shall be in person by the applicant at the office of the subagent during hours, and shall include a sworn declaration substantially according to the form of Schedule A. The applicant shall pay to the subagent a fee corresponding in amount to six months' rent of the premises applied for, which fee shall be credited to him on account of his application if successful, and if unsuccessful shall be returned to him. Upon receiving such application and such fee, the subagent shall endorse upon the application the day and hour of receiving same and the receipt of said fee. In case two or more persons apply for the same lot, the one whose application is first received shall have the preference. No application not including a declaration of qualifications as above required and not accompanied with the said fee shall be received or considered.

SEC. 60. If the qualifications of the applicant are satisfactory according to the foregoing requirements, the subagent, with the approval of the agent of public lands, shall execute a lease in three parts in favor of the applicant, for the lot applied for, and shall deliver to the applicant one part of such lease, another part shall be filed with the agent of public lands, and the subagent shall keep the third on file in his office. The applicant on receiving such lease shall be designated as lessee, which shall also be the designation of any successors or assigns under the same. The receipt of such lease by the lessee shall be an acceptance and affirmation of the stipulations and conditions therein set forth.

CONDITIONS OF RIGHT OF PURCHASE LEASES.

SEC. 61. Such lease shall be made for a term of twenty-one years, to be reckoned from the next first day of April or October following the date thereof and shall also include and require rent for the term between the date of the lease and such day, and shall be subject to the following conditions:

1. A yearly rental of eight per centum on the appraised value of the land, payable in equal parts half-yearly in advance on the first day of April and the first day of October of each year to the subagent.

2. The lessee shall from the end of the first year of the said term to the end of the fifth year thereof continuously maintain his improvements on such premises.

3. He shall before the end of the third year of the said term have the land under cultivation and have under cultivation not less than five per centum of such premises, and at the end of the fifth year of the said term reduce to cultivation and have under cultivation at one time not less than ten per centum of such premises, and plant and keep in a growing condition on the said premises an average of not less than one timber, shade, or fruit tree per acre of the whole area if the land is classed as agricultural land; or if the same is classed as pasture land he shall fence in the same. If the premises are classed as pasture

agricultural land, the foregoing alternative conditions shall apply, respectively, to the two kinds of lands.

4. He shall not assign his said interest under the said lease or any part thereof without the written consent of the commissioners; provided, that a lessee or lessees holding the whole interest in a right-of-purchase lease may, at any time when all the conditions of the lease to be performed by the lessee up to such time shall have been substantially performed, surrender such interest to the government by delivery of such lease to the subagent, with the intention of the holders to surrender the same clearly endorsed thereon and signed by them in the presence of the subagent. Any such surrender shall release the lessee from all further duty of performance of the conditions of the document surrendered, but no surrender shall be valid if one of the lessees is a minor under eighteen years of age, unless such minor is represented by a statutory guardian; and further provided, that any such lessee over the age of eighteen years of age may assign his interest to his cotenant.

SEC. 62. The violation of any of the foregoing conditions shall be sufficient cause for the commissioners, with the approval of the cabinet, to take possession of the demised premises without notice, demand, or previous entry, and with or without legal process, and thereby determine the estate created by such lease.

SEC. 63. In case two or more persons become cotenants under any such lease by inheritance or otherwise, any of them may compel the remainder to buy or sell according to the provisions of section 45.

SEC. 64. At any time after the third year of the said term the lessee shall be entitled to a land patent from the government conveying him in fee simple the land described in his lease, upon his paying to the government the appraised value of the premises as set forth in such lease, if he has reduced to cultivation twenty-five per cent of said premises and has resided thereon not less than two years, and has substantially performed all other conditions of his lease.

CASH FREEHOLDS.

SEC. 65. All applications for cash freeholds shall be made in writing, or partly in writing and partly in print, at the office of the subagent, and shall include a sworn declaration substantially according to the form of Schedule A, and shall be accompanied with a fee amounting to ten per centum of the appraised value of the lot applied for, which fee shall be forfeited in case the applicant should fail to take the premises at the upset price in case there should be no higher bid therefor, and if the applicant should be successful such fee shall be credited to him on account of his first installment; but if there is a higher bid than the upset price and the applicant fails to obtain the premises the said fee shall be returned to him.

No such application not including such declaration or not accompanied by such fee shall be considered. Upon receiving any such application and the said fee the subagent shall endorse upon the application the day and hour of receiving the same and the receipt of the said fee.

SEC. 66. Upon applications for cash freeholds the commissioners shall give notice through newspapers or posters, or both, in the English and Hawaiian languages, and, if they deem it advisable, in any other language in which newspapers in the republic are published, of auction

sales thereof at such times and places in the district as they shall determine or at the executive building in Honolulu. Such notice shall specify the lot to be offered for sale and the appraised value thereof as upset price.

SEC. 67. If there are two or more applications and there is no bid above the upset price, the one whose application is first received shall have the preference. The subagent or any other person authorized by the commissioners may act as auctioneer at such sales without taking out an auction license.

SEC. 68. A purchaser at any such sale shall immediately pay one-fourth of the purchase price and shall thereupon be entitled to receive a certificate which shall be termed a freehold agreement, and shall be executed in three parts, one of which parts shall be filed with the subagent, one part shall be delivered to the applicant, and the third part shall remain with the agent of public lands. In case of a failure of such purchaser to immediately pay such one-fourth of such purchase price, the person acting as auctioneer shall declare the sale off and shall either lay down the premises to the next highest bidder, or shall put the premises again forthwith, or shall withdraw them from the auction for the time being. The purchaser upon receiving such freehold agreement shall be designated the freeholder, which shall also be the designation of any successors to his rights under the same. Such receipt of freehold agreement shall be an acceptance and affirmation of the stipulations and conditions therein contained. Such freehold agreement shall authorize the freeholder to occupy and use the premises so described and shall entitle him to a land patent for such premises at the end of three years from the date of the payment of such first installment, which shall be the date of the freehold agreement, if the following conditions shall then have been substantially performed:

1. Payment of the balance of the purchase price in equal installments in one, two, and three years, respectively, from the date of the freehold agreement, with interest annually at the rate of six per centum; provided, that the freeholder may pay such installment when it is due and thereby stop the corresponding interest.

2. Cultivation of not less than twenty-five per centum of the area of the said premises, and the planting and care of not less than the average of ten timber, shade, or fruit trees per acre, if agricultural land, at any one time before the end of the third year of fencing the same if pastoral land within such time; provided, that if the premises are classed as pastoral-agricultural land, the foregoing alternative conditions shall apply, respectively, to the two kinds of land.

3. Maintenance by the freeholder of his home on such premises from the end of the first to the end of the third year.

4. He shall not assign or sublet, conditionally or otherwise, any interest or any part thereof, under the freehold agreement, without the written consent of the agent of public lands endorsed on the freehold agreement; and

Further provided, that freeholders having the whole interest under a freehold agreement may at any time when all the conditions to be performed by the freeholder up to such time shall have been substantially performed, surrender to the government such interest by the delivery of the freehold agreement to the subagent, with the intention to surrender the same clearly endorsed thereon, and signed by

and duly attested. Such surrender shall release the freeholders from all further duty or performance of the conditions of the instrument surrendered. But no such surrender shall be permitted if any such freeholders are under the age of eighteen years, unless such minors are represented by statutory guardians; and

Further provided, that any freeholder over the age of eighteen may assign his interest to his cotenants.

5. Conditions for the prevention of waste, the planting of trees, or the protection of trees growing or to be planted on such premises, or for the destruction of vegetable pests that may be on such premises, or the prevention of the future introduction of such pests thereon.

6. He shall allow the agents of the government at all times to enter and examine the premises.

7. Payment of all taxes that may be due on account of the said premises.

SEC. 69. In case of default in the payment of any of the said installments for thirty days after the same are due, respectively, or failure of performance of any other of the said conditions, the commissioners, with the approval of the cabinet, may take possession of such premises without notice, demand, or previous entry, and with or without legal process, and thereby determine the estate created by such freehold agreement.

LAPSES, FORFEITURES, AND SURRENDERS.

SEC. 70. Upon the determination of a right of purchase lease by lapse of time, or upon the forfeiture or surrender of such lease or a freehold agreement, the commissioners may in their discretion and within the limit of their authority, open the premises or any part thereof for settlement, or reserve or dispose of the same in any manner or for any of the objects provided in this act. And if the same are disposed of under the provisions of part 7, they shall be reappraised, provided that in case of premises surrendered under a right of purchase lease or a cash freehold, if disposed of either under the provisions of part 6 or 7, the value of the permanent improvements and the unimproved value of the premises shall be appraised separately, as provided in section 54, and the incoming tenant shall pay for such improvements as therein provided; and the value of such permanent improvements shall, when received by the government as aforesaid, be paid to the surrendering lessees or freeholders, and the minister of finance is hereby authorized to pay the amount of such valuation upon the requisition of the commissioners out of any funds available for such purpose.

PART VIII.

SETTLEMENT ASSOCIATIONS.

SEC. 71. In case six or more persons who are qualified to apply for cash freeholds under this act shall form themselves into a settlement association and apply for holdings in one block of land, the commissioners may, with the approval of the cabinet, cause to be surveyed lots in one block corresponding in number to the number of persons

fied, and the balance in equal installments in two, four, and six years respectively, from the date of such application, with interest ann at the rate of seven per centum: Provided, that the applicant may pay any such installment before it is due and thereby stop the corresponding interest. The premises thus sought to be patented shall, from the date of such application accompanied by one-fourth of the purchase price, be free from the stipulations of such crown lease, which, however, remain in full force as to the remainder of the premises described therein: Provided, however, that the remainder of the premises held under such lease may, with the approval of the commissioners, be surrendered: And provided further, that the provisions of this act shall apply only to those of such corporations as are or may hereafter be incorporated under the laws of the Republic of Hawaii.

SEC. 79. The land covered by the crown leases above referred to is hereby appraised as follows:

The first line of fifty-acre lots nearest the Volcano road, according to the Olaa survey, six dollars per acre; the second line of fifty-acre lots, four dollars per acre; all other lots, three dollars per acre.

SEC. 80. The land exempted from sale along the Volcano road in sections 76 and 77 is hereby reserved as a permanent park devoted to forest growth and other features of park improvement; no part of the same shall be sold or leased by the commissioners without the consent of the executive council nor without first offering the same to the owner of the land immediately in the rear upon the terms specified in sections 78 and 79.

PART X.

PUUKAPU, KAIMU, AND WAIAKOLEA RESERVATIONS AND NATURAL RESERVATIONS OF OLAA.

SEC. 81. Any person holding land situate in said Ahupuaa or under a lease from the commissioners of crown lands not renewable for the first five years of such lease or situate in the Ahupuaa, Kaimu and Waiakolea in said district of Puna, or in the Ahupuaa, Puukapu in the district of South Kohala, on said island of Maui, under a lease from the crown commissioners for a term of thirty years or more, may, at any time after the first payment of rent, when all the conditions of such lease to be performed by the lessee previous to such expiration shall have been substantially performed, receive from the commissioners, upon applying therefor and paying to him the requisite deposit, a certificate of occupation, a right-of-purchase lease, or a freehold agreement, at the option of the applicant, for the premises described in such crown lease. Upon receipt of such certificate of occupation, right-of-purchase lease, or freehold agreement by such person, the crown lease shall be void.

SEC. 82. Under the provisions of section 81, the deposit required upon application for a certificate of occupation shall equal two cents for each acre of the premises under consideration; upon application for a right-of-purchase lease, the deposit money shall equal six months' rent of the premises under consideration, which shall be credited to the applicant on account of rent if the application is successful; upon application for a freehold agreement, the depo-

correspond to one-fourth of the purchase price of the premises under consideration, and shall be credited on account of the purchase if the application is successful. If any of such applications are unsuccessful the deposit money shall be returned to the applicant.

SEC. 83. The land covered by the said crown leases in said Olaa, Kaimu, Waiakolea, and Puukapu is hereby appraised at two dollars and a half an acre for the purpose of the foregoing provisions for furnishing the lessees thereof right-of-purchase leases and freehold agreements. Such appraisement shall fix the value of land taken under freehold agreements without an auction sale.

SEC. 84. Except as above provided, the general provisions relating to homestead leases, right-of-purchase leases, and cash freeholds shall apply to the status of the said parties, securing such holdings, respectively; provided, that any continuous residence performed by such parties under the said crown leases shall be credited to them in the manner as if the same had been performed under the certificate of occupation, right-of-purchase leases, or freehold agreement so obtained by them, respectively, as performance or part performance of the residence condition of such instruments.

PART XI.

SEC. 85. From and after the publication of this act no land shall be opened for settlement under the provisions of chapter 87 of session laws of 1892, entitled "An act to consolidate and amend the law entitled 'An act to facilitate the acquiring and settlement of homesteads,' otherwise known as the homestead act," which act shall, however, remain in force in relation to such lands as have been already taken up by settlers.

SEC. 86. An act entitled "An act to create a sinking fund," approved December 31, 1864, and an act entitled "An act to relieve the royal domain from encumbrances and to render the same inalienable," approved January 3, 1865, are hereby repealed. Sections 36, 39, 40, 42, 43, 44, 45, 46, and 47 of the civil code, chapter 44 of the laws of 1876, chapter 5 of the laws of 1878, chapter 87 of the laws of 1892, and act No. 48 of the laws of the provisional government of the Hawaiian Islands are amended to conform to the provisions of this act.

SEC. 87. This act shall take effect from and after the date of its publication.

SCHEDULE A.—*Form of declaration of application for homestead leases, right-of-purchase leases, or cash freeholds.*

HAWAIIAN ISLANDS, {
Island of ———. } ss.

I, ———, being sworn, say that I am over eighteen years of age; that I am a citizen by birth (or naturalization) of the republic of Hawaii (or that I have received letters of denization under the republic of Hawaii); (or that I have received a certificate of special right of citizenship from the republic of Hawaii); that I am under no civil disability for any offense; that I am not delinquent in the payment of taxes; that I have made no false declaration in applying for land under said act 1895; that I am married (or unmarried); that I do not own

land in the Hawaiian Islands not classed as wet land (if married wife or husband does not own such land); (or if an owner of land and an applicant for enough more land as a right-of-purchase leasehold or a cash freehold to make up with the land already by him the maximum quantity as allowed and provided by section 1895, that he owns such and such areas of such and such classes); that besides the land now applied for I am not an applicant for any interest in land under land act 1895 (if married, that the wife or husband is not such an applicant), and that I am applying for said land solely for my own use and benefit.

Approved this 14th day of August, A. D. 1895.

SANFORD B. DOLE,
President of the Republic of Hawaii

LIGHT-HOUSES—TESTIMONY OF HENRY E. COOPER.

HONOLULU, HAWAII, *August 23,*

Hon. JAMES H. BOYD,
Superintendent of Public Works, Honolulu.

SIR: I have the honor to submit the following report on light-houses of the Territory of Hawaii:

All light-houses on the various islands of the group, with the exception of Diamond Head, are wooden towers, with oil lamps. The lights of Hilo are electric lights with red and green globes. These lights answer a twofold purpose—that of range lights for entering the harbor and for wharf and street lights, the expense of maintaining same being charged against appropriation, Hilo lights.

The Honolulu Harbor lights consist of red light on light-house and green light over custom-house, giving range for vessels entering harbor. The island light is a wooden tower erected on a pile piling, and is in a dilapidated condition and needs reconstruction and raising. The Myrtle Boathouse has been placed in a local that shuts off the light, and vessels can not pick it up until just at harbor entrance. The island light is a carbide-gas light, and is satisfactory. The green light on the custom-house is an old 3-inch B. & S. oil-lamp. The repairs and reconstruction of the lights will cost \$4,000.

The following statement shows the money expended during fiscal year for salaries of light-house keepers, light-house supplies and repairs to same:

LIGHT-HOUSES.

Cost of supplies for year ending June 30, 1902.

Pepeekeo	\$18. 00	Laupahoehoe
Kohala	20. 20	Mahukona
Honolulu	213. 96	Kaunakakai
Diamond Head	226. 27	Kalaeokalaau
Barbers Point	27. 50	Paukaa
Lahaina	25. 35	Nawiliwili
Makena	47. 50	
Maalaea	30. 00	Total
Kawaihae	36. 60	

Salaries of light-house keepers.

Location.	Keeper.	Salary.	
		Per month.	Per year.
Honolulu Harbor, 2 lights	W. F. Williams	\$75.00	\$900.00
Diamond Head, Oahu	Kaukaluu	75.00	900.00
Barbers Point, Oahu	H. Hatton	25.00	300.00
Kalaheo, Molokai	J. R. Burrows	75.00	900.00
Maui	J. Anderson	20.00	240.00
Point of View, Hawaii	J. Hoopii	15.00	180.00
Hawaii	S. Kapahua	15.00	180.00
Hawaii	Makahahaloo	15.00	180.00
Kauai	M. Souza	20.00	240.00
Maui, Molokai	J. N. Cahinui	a 24.00	96.00
Maui	G. H. Dunn	a 24.00	96.00
Hawaii	C. L. Wight	a 37.50	150.00
Maui	Wilder Steamship Co.	a 90.00	360.00
Hawaii			

a Per quarter.

Expenses to light-houses, charged against "Repairs and furniture, Government buildings," for year ending June 30, 1902.

Kalaheo	\$344.87	Diamond Head	\$37.02
Kauai	607.59	Barbers Point	48.90
Honolulu	1.25		
Custom-house	15.25		1,054.88

Total cost of maintaining lights on Hawaiian Islands during last fiscal year.

Salaries	\$4,722
Repairs	1,054
Supplies	951
Total	6,727

Average monthly expense, \$560.58 plus.

I have the honor to be, your obedient servant,
MARSTON CAMPBELL,
Assistant Superintendent of Public Works.

Tabulated statement showing expenditures for labor and material for dredging Honolulu Harbor.

INCIDENTAL EXPENSE.

	Labor,	Material.	Total.
Boat	\$6.00	\$18.44	\$24.44
Boat	104.13		104.13
Boat shop	1,378.50	185.45	1,563.95
Boat to boat	7.50		7.50
Boat moving and carting	11.50		11.50
Boat repairs	89.25	128.50	217.75
Boat dredger inspection	1,015.50		1,015.50
Boat dredger inspection	718.00		718.00
Boat repairs	73.25	159.00	232.25
Boatman	474.25		474.25
Total	3,877.88	491.39	4,369.27

Contract.

Dredging Honolulu Harbor:	
Cotton Brothers, section 2	\$25, 50
Hawaiian Dredging Company, section 1	20, 00
Total	45, 50

This includes dredging both slips, Hackfeld wharf; also from Inter Island wharf to Hackfeld wharf; also in front of open.

Summary.

Dredging	\$45, 583. 64	Appropriation.....	\$50, 000. 00
Incidental expense.....	4, 369. 27	Overdraft	1, 000. 00
Completing makai slip.....	400. 00		
Total amount expended.....	50, 352. 91	Total	61, 000. 00

BUILDERS AND TRADERS' MEMORIAL—TESTIMONY OF PINKNEY

HONOLULU, HAWAII, *September 8, 1900*

Hons. JOHN H. MITCHELL, J. R. BURTON, and A. G. FOSTER,
Subcommittee of United States Senate
Committee on Pacific Islands and Porto Rico

SIRS: The undersigned, being a committee duly authorized by the Builders and Traders' Exchange of Honolulu, Hawaii, to and present a memorial to your honorable committee on behalf of exchange, have the honor to herewith transmit such a memorial and respectfully request full consideration of the matters and things thus set forth.

A. GARTLEY,
L. E. PINKNEY,
W. W. HARRIS.

HONOLULU, *August 18, 1900*

To the honorable committee of the United States Senate, Hon. John Mitchell, chairman.

GENTLEMEN: The present deplorable condition of the affairs of the Territory of Hawaii, in its relation to the General Government of the United States, renders it incumbent upon representative local business organizations to call your attention to matters of public welfare.

ISOLATION.

The Hawaiian Islands are so distant from the mainland, in fact the most distant large insular body in the world, that there is necessarily a multiplication of governmental, social, and business institutions attendant expense out of all proportion to the character and number of inhabitants as compared with continental United States.

EXPOSURE.

Situated directly in the highway of the Pacific, with frequent almost daily, steamship communication with oriental and Aus-

ports, en route to and from the Pacific coast, Honolulu and Hawaii are extremely exposed to the violent epidemic diseases such as create public apprehension and terror. This occasions public expenditure beyond comparison with the numbers and wealth of this community. This expenditure is ceaseless, as, by such vigilance only, is the safety of health secured.

Hawaii, at its present sole expense, stands as a guard and quarantine between the Orient and United States ports.

LABOR SITUATION.

It is not in the province of this committee to attempt recommendations as to the labor problem confronting our main and almost exclusive industry, the raising of sugar. We do request your keen attention to the fact that skilled labor is being driven from employment, from the islands, or to a lower, meaner, and almost intolerable scale of living through the competition of alien labor. Private selfishness can not be controlled. We, however, most emphatically protest against any action of the United States Government, through its local and official representatives, in employing, directly or indirectly, through contracts, contractors, or otherwise, alien labor.

So far as Hawaii is concerned, such action by United States officials or contractors undermines the body politic, and must react on the general welfare, social and political.

We believe all United States contracts or enterprises requiring nominal skilled labor should, by law, if possible, or Executive instruction, be confined to labor other than alien, and on a scale of compensation permitting American civilized standards of living.

EXPENSE OF LEPER MAINTENANCE.

While the number of these unfortunate beings, the lepers, is gradually decreasing, yet at the present they and their children and attendants, public charges segregated on the island of Molokai, number 1,009, costing the Territorial government to maintain \$138,260 annually.

To comprehend what a charge this special misfortune imposes on this small community, let your committee realize this charge is equal to the people of the continental United States maintaining 507,000 persons in complete idleness, at an annual cost of \$70,095,800. Such a burden would seem to the people of the United States as too onerous to be borne.

In addition, Hawaii is obliged to maintain all other enlightened institutions—prison, reform, charity, hospital, and educational establishments.

This unusual condition and phenomenal burden should make a profound and lasting impression on your minds and recommendations.

RACE AND SOCIAL CONDITIONS.

In Hawaii occidental and oriental civilization meet in a contest paralleled in no other country on the globe.

When the time comes that the oriental aliens, as a body, insist on a corresponding standard of living and family status to that of the white man, the danger of the overthrow of Caucasian civilization will cease.

To attempt to regulate by law these differences is well-nigh impossible. It is in the power of the National Legislature, and particularly in the power of the national executive departments, the Army and Navy, to throw their Government patronage in support of the civilization they embrace and expect to have preserved for them and successors.

POLITICS AS RELATED TO BUSINESS.

The peculiar political and specially legalized economic conditions existing for many years in the Hawaiian Islands produced a biased expectation of continued special privileges that many, even of the most intelligent and interested citizens, could not overcome during earlier periods of annexation. On their support and patriotism the Territory must rely for sound economic and political conditions. A better judgment will ultimately prevail and a campaign of education and more elevated politics be inaugurated. It is doubtful if a peaceful community can be secured by discrimination in suffrage.

Business has been unfavorably affected by many apprehensions of the course of general and local government, and the misgiving exists. However, there are enough good, intelligent citizens, with sound, unselfish measures, and public education and moral force to control local affairs. The coming election this fall will disclose the situation. We submit if the issue of good government is forced by events, the United States should so amend its organic act as to provide a most stringent and enlarged veto power in proper hands for the control of local affairs, Territorial and municipal.

LOSSES FROM BUBONIC PLAGUE.

The facts have been fully laid before Congress in Senate Report 1933, Fifty-seventh Congress, first session, and relief petitioned. The justice and necessity of such relief should be apparent.

PUBLIC FEDERAL IMPROVEMENTS.

To date they have been of minor importance, and devoted almost exclusively to facilities for operations between the continental United States and the Philippines and the Orient.

Light-houses are inadequate and still a local charge.

Harbors are still maintained and improved at local expense.

PROJECTED FEDERAL IMPROVEMENTS.

The projected improvements at Pearl Harbor, and camps and fortifications, while of great local importance, are a vital part of the scheme of public defense of the entire nation, and should not be undervalued in our financial relations to the Government.

EXTRAORDINARY REIMBURSEMENT OF FEDERAL TREASURY.

From the extracts from official statistics, given below, we ask your committee to consider the remarkable reimbursement made to the United States Treasury of not only the entire Federal Government

expenditure in Hawaii, but the great per cent already paid toward extinguishment of the payment on account of the public debt of Hawaii upon annexation.

FEDERAL REVENUES FROM HAWAII.

From June 14, 1900, to March 31, 1902.

Receipts:

Customs revenue.....	\$2, 293, 224. 33
Internal revenue.....	168, 543. 86
Gross revenue.....	2, 461, 768. 49
Least expense of collection—customs and internal revenue.....	192, 135. 72
Net revenue (21½ months).....	2, 269, 632. 77

How applied and expended.

Annexing Hawaiian Islands to the United States.....	\$9, 848. 34
Salaries, district courts, Territory of Hawaii.....	7, 230. 97
Salaries of governor, etc., Territory of Hawaii.....	71, 839. 61
Contingent expenses.....	4, 353. 03
Improving Pearl Harbor.....	20, 300. 00
Quarantine service.....	55, 809. 29
Repayment to importers.....	27, 273. 90
Debentures, drawbacks, etc.....	11, 971. 79
	208, 626. 93
Net revenue above all ordinary expenditures, or at the rate of \$95,860.72 per month.....	2, 061, 005. 84

Hawaiian debt paid by the United States Treasury.

Payment of debt of Territory of Hawaii.....	\$3, 193, 129. 79
Liquidation of deposits in Hawaiian postal savings bank.....	761, 457. 52
Total.....	3, 954, 587. 31
Balance.....	1, 893, 581. 47
Balance against Hawaiian debt March 31, 1902, \$1,893,581.47.	

Should the above-named average continue, by the beginning of the next fiscal year of the United States, July 1, 1903, the Hawaiian Islands will have practically reimbursed the United States Government for every dollar paid out in behalf of annexation, furnished the Government with lands and sites for its various purposes, leaving the title of all public lands and property in the United States Government without cost to itself.

This is an unparalleled public financial showing, and it is doubtful if ever one country was absorbed by another at no cost in so short a period.

The withdrawal of such proportionally enormous sums of money would hopelessly bankrupt any like population in numbers in Continental United States, and can not be indefinitely continued here without dire results.

RECIPROCITY ADVANTAGES.

These were not all on the side of Hawaii. A very large per cent of the accumulations from the financial benefits of reciprocity have been reinvested in new and enlarged plantations; much of it has been thus lost or become absolutely nonincome producing.

The sugar situation throughout the world is a disturbing problem to us, a vital one. The Federal Government should not look backward, but adjust our relations to the conditions.

RELATIONS TO CONTINENTAL UNITED STATES.

This organization does not pretend to indicate the constitutional remedies to be applied to or limitations that affect our status point out how our welfare must be brought about by enactment of Congress, but we do submit that, from distance and circumstances, we do not enjoy the direct and immediate benefits that cover the continental United States and Territories in the financial operations of the Federal Government.

We submit our situation resembles more that of a colony, and the revenues should not be unduly transferred from our Territory to the United States Treasury and expended elsewhere.

RECOMMENDATIONS.

We ask of your committee that by its recommendations it urge that all Government contracts and work, so far as skilled labor is concerned, both directly and indirectly, be let only to other than Hawaiian labor, and so stipulated.

That should political unrest and incompetency continue, the territorial law be so amended that business interests may have the protection at least of an enlarged veto power placed in unbiased impartial hands.

That a means be promptly and earnestly sought, by suitable appropriations or a proportional return of revenue to the Territorial Treasury, to cease the Federal drain upon the resources of the Hawaiian Islands.

That there be a positive reimbursement by some legal means of the Hawaiian Federal revenues of an amount equal to the cost of proper maintenance, and provide for a reasonable increase, that future benefits may accrue to these unfortunates.

In presenting these claims we seek no advantage over other Territories, but, believing that we are somewhat situated as new acquisitions of the United States, we ask such consideration toward the maintenance of good government, American civilization and sound financial condition, and a proportional cessation of the drain on our resources.

Respectfully submitted.

THE BUILDERS AND TRADERS' EXCHANGE,
Of Honolulu, Hawaii.
A. GARTLEY,
H. SUWEG,
L. E. PINKHAM,
W. W. HARRIS,
Committee.

NOTE.—In support of statistics given we refer to the official report of the United States Treasury Department as contained in Report No. 1933, Fifty-sixth Congress, first session, pp. 90, 100, 121.

LABOR.—HUMPHREY'S TESTIMONY.

DEPARTMENT OF INTERIOR, BUREAU OF IMMIGRATION,
Honolulu, Hawaii, April 27, 1897.

Capt. J. A. KING.

President Board of Immigration.

SIR: In accordance with your instructions, I left Honolulu on the steamer *Mikahala* Wednesday, April 21, and proceeded to Lihue, Kauai, for the purpose of investigating the causes that led up to the recent riot on Lihue plantation, and which resulted in the death of a Chinese contract laborer and the arrest of 15 others on the charge of rioting. Ng Chan, a Chinese interpreter, accompanied me.

Arriving at Lihue on the 22d at 4 p. m., I at once made myself known to Mr. Carl Wolters, the manager, and stated to him the object of my visit, and then had a long conversation with him. At the time of my arrival all was quiet on the plantation.

Early next morning I was out in the fields among a large gang of Japanese and Chinese laborers. I picked out the following men: Lau Pw, Leong Chin, Chung Hop, Shun Bun, Chin Yow, Fook Lung, Dung Mee, and Wong Duck, took them one by one and examined them through the interpreter in regard to the recent trouble, as well as to how they had been treated on the plantation since their arrival. The testimony was very much the same in each case.

Their chief complaint was directed against the head luna, William Zohar, who, they say, was at all times very hard in his treatment of them. When they would line up for work in a morning, waiting to receive their tools, if they did not move quite fast enough to suit him he would knock them about or else kick them. Sometimes he would poke them in the back with the handle of a hoe. When in the field they were at work doing their best he would yell at them to work quicker. In fact, he was at them pretty much all the time they were out in the fields. He rarely spoke to them through an interpreter, and as a consequence they could not understand what he said, as they are not acquainted with the English language. On the morning of the row they testified that after lining up, and while waiting for their tools, the luna, instead of giving out the tools, shouted out something which they afterwards understood was an order to go and pick up rocks. At the time they did not understand the order, and this, they claim, is what started the whole row and led to the fight, as they were pretty well warmed up and very much angered toward the luna. If he had told them through the interpreter what he wanted, instead of abusing one or two of their number, it would have been different. It was no use making any complaint to the manager, for he took no notice of them. They understood that they were to work on the plantation for three years under contract, and were willing to do so to the best of their ability if properly treated. They did not appear to have any serious grievance against the other lunas. Since the rioting they claim that they have been treated a little better, yet there is room for much improvement. They claim that to be arrested for not working quick enough is a hardship, and at the same time they lose their money. The men receive \$12.50 a month, but out of this \$1.50 is remitted to the board of immigration toward paying the laborer's return passage

when he desires to return to China. That leaves him \$11, but there are very few that receive over \$6 or \$7, and some of them even less than that, on account of the persistent docking; for what they lose is a loss to understand. It would be of no use to say anything to the manager; he is always deaf to any of their complaints. Their next complaint was with regard to the number of hours they have to work. The contracts call for ten hours in the field. In this matter I find the men are turned out earlier than they ought to be, and sometimes are a little late in being sent home. I do not know what particular time is kept on the plantation, but I am very much under the impression from what I gathered that the mill clock is one of a kind that moves quickly or slowly, as required. The men told me that since the fight the clock had changed. Another piece of information they gave was that the sheriff, through his own interpreter, told them that they could leave the plantation any time by paying \$50 and go where they liked. This is only partly true. The sheriff has in his possession a letter from Manager Wolters stating that as the men were a vicious bad lot he would like to release them. But Mr. Wolters forgets that he has not the authority to do so; it can only be obtained from the board of immigration, and then on certain conditions.

In regard to the docking of their wages, the men could not explain for what reason this was done, and certainly I got very little satisfaction from those in charge when I went into the matter. Sometimes a man feels sick when he gets up and, like other people, wants to see a doctor. He visits the doctor, who has probably quite a number of patients to attend to. Say he gets through with the doctor about 10 o'clock, takes his medicine, and feels better. If he goes in the field at noon to work in the afternoon, the bookkeeper told me they do not pay the man for the first afternoon. Some explanation was afterwards made to me by the manager, but it was not entirely satisfactory. The same may be true when I asked the question, "Do you dock the men's wages for working slowly?" The manager pays the men their wages, and I have asked him in future to be very careful in his system of docking and to do it fairly. If the men have a grievance as to their wages, let it be stated through the interpreter. The idea of pushing a laborer on one side for asking the reason his wages have been docked, without explanation, is not right.

Another complaint was that of a sick laborer, who was recently returned to China, who had seventeen days' pay coming to him which had not been paid. As the bookkeeper was laid up sick at his home he could not explain without looking at his books. I have requested that the matter be looked into when he is well and reported to me.

I next interviewed the luna, William Zoller. This man has been at the Lihue plantation for several years. He complains that the Chinese laborers are a tough and a bad lot and hard to get along with. In the morning of the riot he says that the Chinese started the riot by coming out armed with sticks under their clothes. He did not know what caused them to come out armed. On pressing him further he admitted that he had laid hands on laborers at different times. The manager also confirmed this latter statement. I was also informed that Zoller has been seen to go behind Japanese laborers in the field and lift them up by their heads and drop them. Lunas Wolters, Schmitt, and a German were questioned, but had very little to say. They said they had had very little trouble with the men and did not think Zol-

had. I called on Dr. Watt; but as he had only been three weeks on the plantation, he could not say very much. He was unable to say anything from personal experience. He was very careful in his examination of the laborers and would not send men out in the fields to work without he was fully satisfied as to their condition.

Kong Wa Chang, a Chinese storekeeper, stated that the Chinese laborers on the plantation were treated very badly and were always complaining to him.

Meeting Mr. A. S. Wilcox on the last day of my visit and asking what I was doing in Lihue, he said to me, without being asked, that he was very glad some one had come down to investigate; it was very necessary to inquire into the brutal treatment that had been going on on that plantation.

Mr. George H. Fairchild, manager of the Makee Sugar Company, has a number of Chinese laborers who came at the same time and from the same place as those on Lihue. He says he has had no trouble with them. He does not allow his lunas to touch the men and is very strict in this matter.

A lady well known in Lihue volunteered the statement that she was ready at any time to testify to the ill treatment the laborers received at the hands of the lunas.

In my several conversations with the manager, Mr. Carl Wolters, he denied the truth of many of the statements made to me by the Chinese. He said that while away a short time ago there was trouble on the plantation and the head luna was really the cause of it. About fifteen months ago the same luna had quite a row with the Japanese laborers. I said: "Why don't you get rid of that head luna, seeing that he is the cause of so much trouble?" and Mr. Wolters did not see how to answer me. He does not like to have trouble with his men, and his orders are that the lunas must not abuse the men.

I desire to state that after examining the laborers in the field I told them who I was, how I had been sent by the government to inquire into the trouble, and that Mr. Goo Kim Fui, their representative, knew I had come. I then in brief told them of the law under which they had come into the country, that at all times they were under the protection of the laws of Hawaii. They must at all times obey the laws. If they had any serious grievance, they must at once report it to Mr. Goo Kim. They should never take the law in their own hands. No good would come from that. I told them it was certainly not the wish of the Hawaiian government to hear of them being ill treated. If at any time their wages were not correct, they should go to the manager with their interpreter. They thanked me for coming and listening to their troubles and hoped they would be treated better in the future.

I visited the laborers while in their quarters and also while they were away. They did not make complaints, but really there is much room for improvement. I told the manager they were living in too crowded a condition. In one room 15 by 20 feet 14 men were sleeping; in another, 16 by 20, 20 men were living.

If I may be allowed to review the above evidence and statement, I do not think there is any difficulty in coming to the conclusion that the trouble which ended in serious rioting and the loss of life was brought on by the harsh, and what I consider cruel, treatment the laborers have received at the hands of the head luna, William Zoller.

There is not a man on the plantation that likes him or has any word for him. I am of the opinion that this man and the manager do not get along together and that the latter is afraid of Zoller. The manager's instructions to the lunas have been to keep their hands off the laborers, they have not been followed out, and the manager is open to the severest criticism.

There is no way in which I can speak good of the Lihue plantation. I have listened to no outside or street talk, I accepted no hospitality from anyone in Lihue, had my eyes and ears open all the time there, and am fully convinced, after careful consideration, that in order to prevent a repetition of the past William Zoller, the head manager, should at once be discharged from the plantation and that Mr. Wolters should be reprimanded and held to strict account for the better treatment of the laborers in the future. The docking of laborers' wages should be done fairly, and their grievances should be given a hearing. There are soon some Chinese to arrive for the plantation and I think that something should be done before they are sent to the plantation.

Respectfully submitted.

WRAY TAYLOR,
Secretary Bureau of Immigration

DEPARTMENT OF INTERIOR, BUREAU OF IMMIGRATION,
Honolulu, Hawaii, June 19, 1897

Capt. JAS. A. KING,
President Board of Immigration.

SIR: I have the honor to present the following report of a visit by me to the Olowalu Sugar Company's plantation, island of Maui, on the 9th day of June, for the purpose of investigating certain complaints made by the Chinese contract laborers on that plantation. I wrote a letter to Mr. Goo Kim, Chinese commercial agent, which letter accompanied me. Ng Chan, Chinese interpreter, accompanied me to Olowalu.

When I arrived there, the manager, Mr. Aug. Hanneberg, was several miles away in the fields, and I had been there fully two hours before he returned. However, in the meantime I went on with my investigation among the laborers. Their letter to Mr. Goo Kim complained of persistent docking of their wages and harsh treatment.

With regard to the former complaint, I had before I went to Olowalu and still have in my possession, one of the plantation time-books showing the Chinese laborers' time for each month from March to April, 1897. The book speaks for itself, and proves on every page that the men's complaint is not without foundation. The manager admitted he docked the men for working slow; it was the law, he would do it. He is too severe, and if this docking habit of his is not checked there will always be trouble with laborers at Olowalu.

As to the second complaint—harsh treatment—I examined six of the laborers on the plantation, ten of whom signed the letter to Mr. Goo Kim. I asked two of them, before the manager, if he had ever kicked them, and they replied through the interpreter that no, he had not kicked them, but others, too. Mr. Hanneberg denied their statements, but admitted to me he had pulled the men out of their quarters for various reasons and pushed them around.

Ah Mun, a free laborer, who has been at Olowalu some time, said that the free laborers were treated better than those under contract.

The manager has a bad habit of going into the laborers' quarters and pulling them out.

Lam Hing Wing, cook for a gang, said he never got full pay, though he worked all the time. Two Hawaiians told me they had worked on the plantation, but had left, as the manager was a very hard man to work for.

The laborers' quarters are the filthiest I have ever been in; in fact, the whole plantation is in need of a cleaning up. The inside of the rooms are black with cobwebs, and it looks as if whitewash was unknown on the place. Mr. Hanneberg said he intended to whitewash the houses at once. I sincerely hope he has done so.

The treatment of sick laborers on the plantation is such that it practically amounts to cruelty. Near the beach, a good distance from the men's quarters, is a room about 12 by 12 used as a hospital. The laborers call it the jail. I found in it at the time of my visit 5 Chinese and 4 Japanese laborers, all sick. The room was in a filthy condition. These sick men have to leave their quarters early in the morning, when the whistle blows, and go to the hospital, remaining there all day until the evening whistle blows, when they are allowed to return to their quarters. Is this humane treatment? I hardly think so. I questioned Mr. Hanneberg on this matter, and he said that if the men were allowed to stay in their quarters their friends visited them, and there were other reasons given by him.

This is not the first time that complaints have been made against Olowalu. The place is isolated, and I think there is a good deal going on on the plantation that is not heard of. Some time ago I talked to Mr. W. G. Irwin and Manager Hanneberg about the complaints made by the laborers. The manager should be made to understand that he must keep his hands off the laborers; must be less severe in his system of docking; must keep the laborers' quarters in better condition, and, above all, must put an end to the confinement in hospital. If he is not willing to do so then no more contract laborers should be allowed to go to Olowalu.

I have the honor to be, your obedient servant,

WRAY TAYLOR,
Secretary Bureau of Immigration.

PETITION OF LILIUOKALANI, EX-QUEEN.

*The honorable subcommittee of the United States Senate
Committee on Pacific Islands and Porto Rico:*

HONORABLE SIRS: On the 17th day of January, A. D. 1893, the undersigned was the Queen and constitutional and lawful Sovereign of the Kingdom of Hawaii. At that time the Kingdom of Hawaii was an independent and sovereign nation, respected as such and accorded its appropriate place in the family of nations, and was capable of executing its treaty obligations with the civilized powers of the world, and more particularly with the United States of America, between which and the Kingdom of Hawaii there had existed for nearly three-quarters of a century an unreserved friendship marked by close, cor-

dial, and candid intercourse. On the date aforementioned subject the Hawaiian Kingdom, of numerical insignificance, conspiring and succored and assisted by aliens, renounced their allegiance to Sovereign and revolted against the ordained, established, and constitutional Government of Hawaii, and, advised, counseled, comforted, abetted, aided, and assisted by the minister plenipotentiary of the United States, duly accredited to the Kingdom of Hawaii, who, in furtherance of the schemes and plans of those in rebellion against the organic and lawful authority of the Hawaiian Kingdom, and for the purpose of inspiring such authority with fear and terror, caused to be landed from the U. S. S. *Boston*, then in the harbor of Honolulu, a large force of armed marines and sailors, did subvert and overthrow the then existing and recognized constitutional government of the Hawaiian kingdom, and did depose me from the royal station as queen thereof, and did establish a provisional government "to exist until terms of union with the United States have been negotiated and agreed upon." Upon receiving incontrovertible and conclusive proof that the minister plenipotentiary of the United States had aided and abetted my rebellious subjects and the aliens in concert with them, and that he had directed the armed forces of the United States to be landed and quartered in Honolulu to aid them to effectuate their conspiracy, I submitted to the superior power of the United States. This action on my part was prompted by knowledge of the futility of a conflict with the United States, my desire to avoid violence, bloodshed, and the destruction of life and property, and the certainty which I felt that the United States, actuated by generous and chivalrous motives, Christian impulses, and a broad and enlightened sense of justice, would promptly redress the wrongs inflicted upon me in the premises. The provisional government, inaugurated through the unlawful intervention of the forces of the United States in the manner stated, having failed to negotiate "terms of union with the United States of America," meantime, on the 4th day of July, A. D. 1894, the republic of Hawaii was ordained and established and its constitution promulgated.

At the time of the overthrow of the government of the kingdom of Hawaii, as above set forth, I was the owner in fee and was entitled to the rents, issues, and profits of certain real estate situated in the Hawaiian kingdom, known as the "crown lands," covering an official area of about 971,463 acres, and of the value of \$20,000,000. That I was dispossessed of all and of every of said lands and deprived of the income arising thereout by the said provisional government and by the said republic of Hawaii, and that by and under the terms of the joint resolution of the Congress of the United States, "To provide for annexing the Hawaiian Islands to the United States," said crown lands now constitute a part of the public domain of the United States of America. My deprivation of said lands and of the rents, issues, and profits thereof by the said provisional government and the said republic of Hawaii, and the assumption of title and control of the same by the United States of America, and my deposition as queen of the Hawaiian kingdom, and my deprivation of titles, honors, franchises, privileges, dignities, rights, emoluments, and perquisites, and my said royal station, was caused proximately, directly, and effectually by the action of the minister plenipotentiary of the United States, as above set forth, and could not have been accomplished without the action on the part of said minister plenipotentiary.

In common with the native Hawaiian population of the Territory of Hawaii, I have accepted in good faith the conditions of government which have existed in these islands since the annexation thereof by the United States, and I am now a loyal citizen of that great country, yielding implicit obedience to its Constitution and laws. Confidently believing that the United States will not disregard the rules of reason, morality, humanity, and justice upon which my claim is founded, and that I will be considered and dealt with in a spirit of luminous equity, I humbly pray that the Congress of the United States may by appropriate and apt legislation declare me to be the owner in fee of all that portion of its public domain situated in the Territory of Hawaii and commonly called and known as the "crown lands;" or, if it be deemed inimical to the best interests of the United States to convey said lands to me in kind, that I be, by appropriate and apt legislation, paid the value of said lands in money, and that I be, by like apt and appropriate legislation, compensated for the loss sustained by me by reason of my deprivation of the rents, issues, and profits of said lands since my overthrow, as aforesaid, and that I be suitably and reasonably compensated for the loss of my sovereignty, fees, emoluments, and perquisites as queen of the Hawaiian kingdom.

And I respectfully request this honorable committee to make such inquiry and to receive and hear such testimony in the premises as will enable it to report upon the subject-matter hereof.

I have the honor to remain your obedient servant,

LILIUOKALANI.

Dated at Honolulu, Territory of Hawaii, the 10th day of September, A. D. 1902.

CLARENCE W. DE KNIGHT, *Counsel.*
HUMPHREYS, THOMPSON & WATSON,
Associate Counsel within the Territory of Hawaii.

HONOLULU, *September 10, 1902.*

SIR: Referring to the petition filed with the subcommittee of the United States Senate Committee on Pacific Islands and Porto Rico on this day by Liliuokalani, we have the honor to herewith make request for certain information in the possession and under the control of the secretary of the Territory of Hawaii and the commissioner of public lands of the Territory of Hawaii, respectively, and in furtherance of our said request we have the honor to submit for your consideration and approval written requests, upon the authorities mentioned, for the information which we desire, and which we deem necessary, material, and revelant to the better understanding of the subject-matter of said petition.

We have the honor to remain, sir, your obedient servants,

CLARENCE W. DE KNIGHT,
Counsel for Liliuokalani.

HUMPHREYS, THOMPSON & WATSON,
Associate Counsel within the Territory of Hawaii.

Hon. JOHN H. MITCHELL,
Chairman Subcommittee United States Senate
Committee on Pacific Islands and Porto Rico.

UNITED STATES SENATE COMMITTEE ON
PACIFIC ISLANDS AND PORTO RICO,
Honolulu, September 10, 1900

Hon. HENRY E. COOPER,
Secretary of the Territory of Hawaii.

SIR: You are hereby requested to furnish, in duplicate, for immediate use of the subcommittee of the United States Senate committee on Pacific Islands and Porto Rico the following:

All correspondence, of what nature or kind soever, between the provisional government of Hawaii and its ministers, agents, and commissioners at the city of Washington, between the 17th day of January, A. D. 1893, and the 4th day of July, A. D. 1894, including all and every correspondence between the said provisional government of Hawaii and any person or persons representing or acting for it in any manner in the city of Washington, or who were paid out of the treasury of the provisional government, or otherwise, between the dates mentioned.

All correspondence, of what nature or kind soever, between the republic of Hawaii and its ministers, agents, commissioners, and every, and all other persons representing it in any manner, capacity, or form whatsoever, at the city of Washington, between the 4th day of July, A. D. 1894, and the 30th day of April, A. D. 1900.

All correspondence, of what kind or nature soever, between King Kalani and the provisional government of Hawaii and the republic of Hawaii, between the 17th day of January, A. D. 1893, and the 7th day of July, A. D. 1898.

Very respectfully,

JOHN H. MITCHELL,
Chairman

UNITED STATES SENATE COMMITTEE ON
PACIFIC ISLANDS AND PORTO RICO,
Honolulu, September 10, 1900

Hon. E. S. BOYD,
Commissioner of Public Lands, Territory of Hawaii.

SIR: You are hereby requested to furnish, in duplicate, for immediate use of the subcommittee of the United States Senate committee on Pacific Islands and Porto Rico, the following:

A detailed statement of all and every of the rents, issues, and profits arising from and out of what is known as the "Crown lands" of Hawaii between the 17th day of January, A. D. 1893, and the 1st day of September, A. D. 1902, including copies of all deeds, lease contracts, agreements, or grants made between the provisional government of Hawaii, the Republic of Hawaii, and the Territory of Hawaii, and any third person or persons, corporation or corporations; also copies of all and every contract, lease, agreement, or sale of the water rights out of said Crown lands, or any part thereof or appurtenant thereto, between the dates mentioned and between the government authorities of Hawaii mentioned and any person or persons, corporation or corporations; also any and every map of said Crown lands, or any part thereof, together with copies of any and every sale, lease, contract, agreement entered into by and between any official of Hawaii, or claiming authority, or claiming to have authority enabling him thereto, and

person or persons, corporation or corporations, at any time heretofore made and now in force and virtue, or claiming so to be; also a complete and detailed statement of the condition and quality of all and every part of said Crown lands, with the area thereof, and where located, and the estimated value of each part and parcel thereof, together with the aggregate value thereof.

Very respectfully,

JOHN H. MITCHELL,
Chairman.

STATEMENT PRESENTED TO THE MEMBERS OF THE COMMISSION OF THE UNITED STATES SENATE BY THE CHAMBER OF COMMERCE OF HONOLULU, HAWAII, SEPTEMBER 23, 1902.

GENTLEMEN: It is with pleasure that the Chamber of Commerce of Honolulu cordially indorses the statements presented to your commission by the Hawaiian Sugar Planters' Association, the Merchants' Association, the bankers of this city, and by the Builders' and Traders' Exchange, so far as they refer to the commercial interests of this Territory.

LABOR.

In connection with the suggestions made to your commission as to the employment of Chinese labor on the plantations of Hawaii, under certain restrictions, we respectfully draw your attention to the fact that Governor Taft recognizes the importance of Chinese labor to the Philippines, and the proposition has been set forth to "clothe the Philippine Commission with power to regulate the entrance of Chinese labor." The Philippines have a large native population, in which respect they hold an advantage over Hawaii; so, if it is an assured fact that to the Philippines the Chinese immigrant is a necessity, he is certainly doubly necessary to this Territory, entirely dependent, as its plantations are, on foreign labor.

The remedy proposed for the relief of the labor situation in the Philippines is the admission of Chinese, as plantation laborers only, under sufficient bonds and a proper system of identification, which will guarantee the return of such labor to China after a certain specified time. This, gentlemen, is what has been suggested to you by the Planters' Association of Hawaii, and we recommend its adoption in this Territory, feeling assured that all the business interests in this Territory will thereby, directly and indirectly, be benefited.

HONOLULU HARBOR.

The proposition for light-houses presented by Secretary Cooper can not be too highly commended, more especially the one on Makapu Point and one on Molokai, as these will mark this channel, which is the great avenue of ocean travel. Regarding the improvement of the harbors in this Territory, we beg to remind your Commission that the opening of the isthmian canal, connecting the Atlantic and Pacific oceans, will render the port of Honolulu of vastly more importance to the Federal Government than it is to-day, and that it is now none too early to begin preparations for enlarging and deepening this harbor, in order that the vast amount of shipping which will make Honolulu

a port of call may be accommodated just as soon as the canal is opened. We anticipate that with the opening of the canal the shipping at this port will be largely increased and that vessels of all nationalities will touch here on their way to and from the Orient.

HAWAIIAN SILVER.

In the judgment of this chamber the recommendation of the board as to the redemption of Hawaiian silver can not be put into effect at too early a date. We urge the prompt passage of Senate bill 22.

FIRE CLAIMS.

We unqualifiedly indorse the statements made by the Merchants Association of Honolulu regarding the fire claims. This indebtedness on the part of the Territory was incurred in an attempt to suppress the bubonic plague in the quickest and most effective manner, and the greatest care has been exercised in adjudicating the above claims, which could not be paid by this Territory except by largely increasing Territorial taxes. The earning power of the people has been seriously affected by the present conditions of trade consequent on the difficulties of the sugar industry, and considering also that the Organic Act has since prohibited the issuing of bonds of the Territory for any purpose, that to now pay the fire claims would be an unsupported burden.

COFFEE.

As your Commission has expressed a desire to be supplied with further information regarding the coffee trade and its possibilities, we beg to furnish the following facts:

The exports of coffee from Hawaii to the United States in the two fiscal years have been as follows:

Year ending June 30—	Pounds.
1901	2, 119, 543
1902	1, 082, 994

These figures show a decrease in exports of one-half within the year, owing to the low price of coffee on the mainland and the difficulty of securing reasonable labor for our coffee plantations.

Brazil supplies the bulk of the coffee (900,000,000 pounds) consumed in the United States, and, in proportion to the benefit derived by that country from this trade, the return made by that country is very small. Our total purchases in the States last year amounting to only \$10,000,000. The character of Hawaiian coffee is dissimilar to Brazilian. It is of a milder, but to the connoisseur more acceptable, character, and although on this account it can not be expected altogether to take the place of the stronger coffees, its fine character and the fact that it is grown on American soil should entitle its cultivation to that recognition which a duty or a bounty would afford.

The extent to which the coffee industry on these islands can be developed under such fostering care is difficult to arrive at, as no proper

mate can be made of the amount of capital obtainable for the establishment of coffee estates, nor the amount of labor which will be forthcoming, even under a partial suspension of the Chinese exclusion act, for their cultivation; but it is certainly safe to say that the area under coffee would be largely increased and as rapidly as the conditions admitted of, and as this industry is one in which the small farmer can engage, with its revival an increase of this most desirable class of agriculturists may be expected.

We submit these facts to show that some aid is necessary in order to stimulate the production of coffee in Hawaii, either in the form of protection or of a bounty, as well as by a provision for a sufficient labor supply.

HAWAIIAN TRADE.

It has already been stated by the Hawaiian Sugar Planters' Association that the trade between the United States mainland and this Territory is the largest done with any country of the size and population of Hawaii, a fact which is statistically proved beyond question, and as the prosperity of this Territory increases so must of necessity its trade with the mainland manufacturers and merchants. It follows, therefore, that, apart from the benefits to be gained by our local population from the prosperity of our staple industries, the advantages derived by the mainland from such prosperity are considerable and not to be overlooked.

No record exists of the imports from the mainland since June, 1900, but for the five months and fourteen days to June 14, 1900, the importations from the mainland were valued at \$8,609,820, being at the rate of about \$18,785,000 per annum, and these figures convey some idea of what our trade with the mainland can be brought to under favorable conditions.

The value of the exports from Hawaii for twelve months to June 30, 1902, was \$24,754,922, all of which went to the mainland, excepting \$54,365 which was exported to foreign countries.

The exports have been, of course, mainly made up of sugar, but some rice, coffee, fresh fruit, honey, hides, wool, etc., have also been exported.

It is proper to mention here that fresh and canned fruits could be made articles of export to a much larger extent than at present were our labor conditions more favorable. For example, the canning of pineapples, which has been carried on here to a limited extent, is sure to become a large industry if we can have the necessary labor, for the Hawaiian pineapple is most highly esteemed for its size and flavor, which have commanded for it a higher price in the mainland markets than other canned pineapples.

Sisal is another infant industry which is commanding attention. The plant grows well and readily here, and without a doubt large quantities of this valuable fiber could be raised here with the necessary labor to do the decorticating and preparing thereof.

SHIPPING.

A fact worth mentioning is that all of the exports from Hawaii to the United States are now carried by American vessels, and this can be said of no other country that trades with the mainland.

For the fiscal year ending June 30, 1902, the tonnage and number of vessels entering Hawaiian ports in the "coastwise" trade—that is, trade with the mainland—was 917,089 tons, represented by 593 American vessels.

Foreign vessels entering the ports were 210, of a tonnage of 399,000 tons. It will thus be seen that the total shipping entered at all the ports of the islands for the year was 803 vessels, of 1,316,138 tons, which indicates as well as anything else can the extent and value of the trade of this little mid-Pacific group.

NEW BUILDINGS.

We ask your consideration of the great need of this Territory for Federal buildings. There should be new post-offices in Honolulu and Hilo. In both places business has far outgrown the accommodations now available. The quarters now used by Federal courts in their various departments are totally inadequate. Persons held for offenses against United States laws, or as witnesses, have to be placed in the already overcrowded Territorial prisons. No such place as a general house of detention exists. The business of the United States courts is already large and must inevitably increase in the immediate future.

HEALTH MATTERS.

The necessity for establishing and maintaining at the port of Honolulu a most modern and effective disinfecting plant for use on land and sailing vessels, and also of a thoroughly equipped quarantine station, is no doubt manifest to you.

As diseases when epidemic gradually extend to other countries, and established lines of travel, this port should be prepared to care for an infected vessel which might arrive, taking therefrom and carrying any sick persons without endangering this community, and clearing the vessel before allowing it to proceed on its course to the mainland.

As the greater part of the vessels from the Orient now stop at port on their way to San Francisco and other coast ports, this becomes a "buffer," as it were, between the East and the West. Efficient quarantine work here becomes a matter of great importance to the Pacific coast as well as to this community.

Officers of the Marine-Hospital Service, we presume, have made the matter plain to you and indicated what the especial needs of this service are.

It is a pleasure to state that the Marine-Hospital Service and the Territorial board of health have worked together, thus far, in complete harmony in health matters.

LAND LAWS.

In the opinion of this chamber it is deemed that any radical change of the land laws as now existing in this Territory would be subversive of its best interests.

FUNDS FOR NEEDED IMPROVEMENTS.

We respectfully call your attention to the fact of the increasing revenue of the United States through our customs receipts.

respectfully request that liberal appropriations be made by Congress for the various improvements that have been suggested as commensurate with the amounts collected.

Respectfully submitted.

THE HONOLULU CHAMBER OF COMMERCE.
By CHAS. M. COOKE, *Vice-President*.
JAS. GORDON SPENCER, *Secretary*.

The foregoing statement was approved at a special meeting of the Honolulu Chamber of Commerce held on September 22, 1902.

JAS. GORDON SPENCER, *Secretary*.

Hon. JOHN H. MITCHELL, Chairman; Hon. J. A. BURTON, Hon. A. G. FOSTER.

ARRIVALS AND DEPARTURES OF CHINESE AND JAPANESE FROM AND TO THE ORIENT.

	Chinese.			Japanese.		
	Men.	Women.	Children.	Men.	Women.	Children.
Arrivals from Orient:						
From June 14, 1900, to June 30, 1901.....	1,643	30	51	252	102	44
From June 30, 1901, to Aug. 3, 1901	4	.....	1	72	18	10
From Aug. 3, 1901, to Dec. 27, 1901.....	44	9	.....	1,892	747	159
From Dec. 27, 1901, to June 30, 1902	212	5	5	4,391	3,112	499
Total.....	1,903	44	57	6,606	3,979	712
Departures to Orient:						
From June 14, 1900, to June 30, 1901.....	1,864	128	347	2,732	511	495
From June 30, 1901, to Aug. 1, 1901	119	6	18	230	66	62
From Aug. 1, 1901, to Dec. 26, 1901.....	943	55	90	1,276	274	229
From Dec. 26, 1901, to June 30, 1902	544	38	73	1,486	392	316
Total.....	3,470	227	528	5,724	1,243	1,102
Departures to San Francisco, 12 months to June 30, 1902				560	32	8

RECAPITULATION.

	Total arrivals.			Total departures.		
	Men.	Women.	Children.	Men.	Women.	Children.
Chinese.....	1,903	44	57	3,470	227	528
Japanese.....	6,606	3,979	712	6,284	1,275	1,110
Total.....	8,509	4,023	769	9,754	1,502	1,638

STATEMENT CONCERNING THE HAWAIIAN LABOR SUPPLY

presented to the honorable members of the Commission of the United States Senate, on behalf of the Hawaiian Sugar Planters' Association, September 12, 1902).

The Hawaiian Sugar Planters' Association is made up of the sugar planting corporations and sugar plantation owners of the Territory, and its object is to make improvements in the manufacture of sugar and to attend to all matters relating to the interest of the sugar indus-

try in these islands. A board of nine trustees attends to the business of the association, and it is by this board that the following representations are made:

The number of plantations on the islands is 52, of which numbers are fitted out with their own independent factories.

The total amount of capital invested in these plantations is \$56,000,000, and the amount of taxes paid annually by these plantations to the Territorial government is about \$690,000.

The number of persons at present employed in cane cultivation and manufacture is about 38,500.

Last season's sugar crop was 360,038 tons, and the number of tons which have been shipped this season so far is about 300,000.

Our sugar is shipped either by direct steamer or sailing vessel to New York, by steamer or sailing vessel to San Francisco and thence by the Southern Pacific Railroad Company to New York, or it is shipped to San Francisco for use in the California refineries.

The carrying of the sugar to New York by long sea is largely conducted by the American-Hawaiian Steamship Company. This company, which is the pioneer company of American-built cargo steamers, owes its origin to the sugar industry of these islands. The company's fleet consists of seven steamers of an aggregate tonnage of 65,000 tons.

There is engaged in the carriage of our sugar to California a fleet of American steamers and sailing vessels.

These few statistics serve to show the magnitude of the sugar industry, the success or failure of which depends to so large an extent upon a sufficient supply of labor. For field labor in Hawaii a large portion of Japanese and Chinese are an absolute necessity, in so far as any other class of labor is procurable to any great extent.

Other cane-sugar growing countries either possess an indigenous laboring population for cultivation or have within easy reach a population who are readily obtainable for tropical field work, and whose physique and constitution enable them to undertake such field work without any injury to their health.

The native population of the Hawaiian Islands is very limited, and the tendency of the laboring class is not toward field work. The few good mechanics, and a large portion is engaged in a variety of handicrafts, but agricultural labor appears to be distasteful to them, and the number employed on sugar estates is so small as to be hardly worth mentioning. This being so, it has in past years been necessary to procure immigration of field laborers to the islands, and many countries have been drawn from. There has in the past been emigration from Germany, Norway and Sweden, Azores, Madeira, Portugal, Galicia, and Japan, besides which British, Americans, Italians, and others (from the United States) have come in small numbers.

So far as the Europeans and the Americans are concerned, they, with one exception, have been found unfitted for tropical field work, and could not perform it, and never for long labored in the field. The exception noted is that of the Portuguese from Madeira and the Azores, who for a few years after their arrival showed themselves well adapted and capable to perform good field work. The improved conditions in their own countries no longer necessitating emigration, these people now show no disposition to come to these islands. Of the Portuguese who originally came to Hawaii as assisted emigrants those who did not return to the mainland have so prospered that now they do not engage

large extent in field labor, and their children, by the aid of the excellent Hawaiian free-school system, have fitted themselves for more congenial occupation than agricultural labor affords.

The impossibility of securing a sufficient supply of Hawaiian or other laborers able to endure the work in cane fields forced the planters of these islands into a reliance on China and Japan for the necessary supply. The Chinese have always proved themselves to be a law-abiding, peaceable, and industrious people, but the United States exclusion laws shut out this nationality from Hawaii as soon as annexation became an accomplished fact, and our sole dependence is now placed on Japan for such intermittent supply of labor as is attracted hither by the certainty of improved conditions.

Since annexation the difficulty of securing an adequate supply of field labor for sugar plantations has been enormous. Chinese are absolutely prohibited, and but few Japanese come, while at the same time numbers of Chinese and Japanese leave the islands monthly.

To show just what the conditions are in this respect it may be stated that from August 1, 1901, to June 3, 1902, 5,352 Japanese men arrived in the country and 2,880 left the country, making the total increase in that period only 2,472, and that of Chinese 188 men arrived and 1,418 left, making a total decrease of 1,230, so there was a net increase in the Japanese and Chinese population of only 1,242, not including women, which number are not necessarily field laborers alone.

When the labor conditions which had to be faced after annexation were realized, the Planters' Association set about finding laborers on the continent of the United States. Some Portuguese were brought from the neighborhood of New Bedford, and some Italians were secured in the Eastern States and started for Hawaii, but the bulk of them dropped out on the way across the continent and but comparatively few reached these islands. An unsuccessful attempt to get negroes of a better class was made, and finally about 2,930 Porto Rican men with their families were brought here at very great expense. Agents from this association were for long established on the mainland and traveled over its length and breadth to find there such labor as our plantations demanded. It was by no means a question with us of Asiatic labor alone, but one of any kind of labor, and yet wherever we turned we found that the great continent had readily absorbed all the labor there was and there was no surplus for us.

The efforts to find some way of cultivating our cane fields were not confined to those above mentioned. There existed in the minds of some the impression that the proper way to conduct a plantation was to divide the land into small lots and place them in the hands of white men to cultivate, instead of doing the work of cultivation by day laborers working for a wage under one controlling management. Accordingly, the Ewa plantation, on this island of Oahu, decided to experiment with American farmers. Fifteen families of highly respectable people were carefully selected in the Western States, and their expenses paid to the plantation, where houses had been erected for them, each with a garden patch surrounding it, and where a large patch of common land had been set apart for their use as pasture for such stock as they desired to keep. Here they were given parcels of land to cultivate in cane on a profit-sharing basis, and every help was rendered in the way of plowing and preparing their fields, but notwithstanding this and all the Ewa Plantation Company expended on

this most creditable effort to raise cane by white farmers, these were not able to perform the necessary labor, and they drifted by degrees, so that in about a year none of the fifteen families left. Other experiments of a similar nature have been made with similar results. The planters generally are prepared to encourage the cultivation of cane by small farmers if there is any assurance that the undertakings will be carried out.

In connection with the questions of homesteading and of developing Hawaii on strictly American lines, it is proper to point out that lands cultivated by plantation companies who find it necessary to irrigate, because of the uncertainty of the rainfall, were either arid or bare pasture lands before they were acquired by those companies who sunk artesian wells, established expensive pumping plants, constructed water ditches and pipe lines, and at enormous cost brought water onto the lands, and thereby made agriculture a possibility. If development by homesteaders only had been possible, the lands now cane fields would be in their primitive condition, and their irrigation was only rendered possible by the investment of a large amount of capital.

Apart from this fact, there remains the all-important consideration that even if white men could labor in the cane fields, and were to undertake such work, there is no possibility of obtaining from the mainland, and least of all from the United States mainland, a sufficient number to fill our needs.

At present, as has been said, Japan is the only source of our supply, and while no dissatisfaction with the work people of that country is either expressed or implied, our experience has taught that it, like all other countries from which we have in the past imported laborers, is not to be relied upon for that steady and sufficient supply which is essential to our success as a cane country; and we believe that a properly regulated and restricted immigration of Chinese field laborers would solve our difficulty without the slightest degree interfering with the welfare of the native American population of the group. On the contrary, as the prosperity of the staple industry of these islands increases, so will the entire population irrespective of nationality or occupation. Sugar is the pivot on which we revolve, and on the success of the sugar industry depends the well-being of every resident in the islands.

Surprise has at times been expressed by those of imperfect knowledge of our conditions that other industries besides sugar do not attract more attention in Hawaii, but a more intimate acquaintance has speedily discovered the fact that while the possibilities of the country outside of the sugar industry are not inconsiderable, the difficulty of securing an adequate supply of labor stands always in the way of enterprise, alongside of other difficulties which need not be here referred to.

A few years back great hopes were entertained that the cultivation of coffee could be profitably undertaken on a large scale. It had been grown in a somewhat unscientific manner for years, and was widely esteemed by reason of its excellent quality, and there was every reason to believe that with the adoption of modern methods the coffee industry could be made a flourishing and profitable one. Large tracts of land were divided into homesteads by the Government, and private lands were acquired by enterprising farmers, costly

houses and cleaning plants were erected, and all the plans were laid for the conduct of the business on a sound basis. Much of the work of a coffee plantation can be accomplished by white men with a comparatively moderate amount of help, but during the critical time of harvesting the crop, when a large amount of work had to be accomplished in a very short time, the necessary number of pickers was not forthcoming, and as the fall in the value of coffee occurred about this time, it was impossible for planters to pay the high wages demanded by laborers, and the coffee industry of Hawaii declined, while that of other countries more favored in their labor conditions apparently continues to flourish despite the fact that there is so serious a difference between the coffee market to-day and that of a few years ago. It is not unreasonable to suppose that if the labor supply of these islands was abundant and if coffee was subject to a protective tariff in the United States the industry would survive and give profitable and agreeable occupation to many.

The rice industry of the islands has always been a large one, but the exclusion of Chinese from the islands will have the effect of gradually reducing the area of rice under cultivation, until before long little or none will be raised. A valuable industry will be lost, and the land rentals, which amount to so considerable a total, will no longer accrue to the owners, very many of whom are Hawaiians.

The revenue derived by the Government from rice lands will of course be lost should rice cultivation be discontinued in these islands, and to give some idea of the value of the Chinese to the Territory as taxpayers it might be proper to mention that they pay taxes to the amount of \$135,000 annually.

The arguments commonly used against Chinese immigration are so well known that it is unnecessary to repeat them, or even to refer to them further than to say that while they may be good when applied to the mainland, they can not with justice be applied to Hawaii. Laws and regulations which cover all the conditions existing on the mainland do not of necessity fit our conditions, and we urgently and with all deference would ask that the excellent laws and regulations of the United States be so modified for Hawaii not only in respect to labor matters, but in many other respects, that this country may not suffer by their application.

We fully appreciate the immense amount of work with which Congress has had to deal since these islands became an integral part of the great Republic of the United States, and we know how difficult it has been for members of the Senate and House of Representatives to find time to study the conditions prevailing here in Hawaii, but now that our gentlemen have favored us with this most welcome visit, we feel that the conditions and needs of this outlying Territory will be more perfectly understood, and that we may reasonably expect to have accorded to us permission to avail ourselves of an assured labor supply.

We would respectfully ask that, in considering this question and in laying it before others, you bear the following few facts in mind:

1. The industries on which these islands depend for their commercial existence are sugar and rice, but mainly sugar.
2. The shipping, the extent and value of our purchases on our mainland, the well-being of our merchants, professional men, and mechanics depends either directly or indirectly on these industries.

3. The success of these industries depends on an adequate and reliable supply of laborers.

4. There is practically no indigenous population to draw field labor from.

5. Apart from the impossibility of procuring American laborers in sufficient numbers, they can not and will not work in tropical fields.

6. If by reason of these islands not having a sufficient labor supply or if the full protection of the tariff is curtailed, our industries naturally suffer, as will the trade of the mainland with us—a trade the way, which is the largest enjoyed by mainland manufacturers and traders with any country of the size of the Territory of Hawaii.

So far as the labor situation is concerned, we respectfully submit that these six points, or facts, cover the ground, and believe that you have studied the conditions prevailing here you will thoroughly agree in their accuracy.

Respectfully submitted.

HAWAIIAN SUGAR PLANTERS' ASSOCIATION
By W. A. IRWIN, *President*.
WILLIAM O. SMITH, *Secretary*.

HONOLULU, *September 12, 1902.*

HONOLULU BANKERS' MEMORIAL.

HONOLULU, HAWAII, *September 11, 1902.*

The honorable Committee of the United States Senate.

GENTLEMEN: Under act of the Hawaiian Government in the year 1883, \$1,000,000 in silver coin—\$500,000 in dollars, \$350,000 in half dollars, \$125,000 in quarters, and \$25,000 in dimes of the same weight and fineness as United States coin—were minted in San Francisco and put into circulation in these islands from 1884 to 1886, replacing a coinage consisting of Mexicans, 5-franc pieces, pesos, sols, etc.

This Hawaiian silver had a legal-tender value of \$10, United States gold being required under the Hawaiian laws for far larger amounts. No time has there been any difference in the value of Hawaiian silver compared with United States silver, although when the Hawaiian silver was put in circulation all silver was at a small discount, say 1 per cent for purchase of foreign exchange. For years past silver has circulated freely on these islands at par with United States gold, and has been accepted for large amounts in payments in excess of its legal-tender value without discount. Upon annexation of these islands a special act was passed by Congress to legalize the Hawaiian silver, nor was any provision made for its redemption or recoinage into United States money, but the full face value of Hawaiian silver coin at par with United States gold has been maintained by the banks and business houses by reason of their so accepting it on deposit for exchange and all business purposes. This the banks have enabled to do by finding an outlet for the silver in the large demand of plantations and the outlying districts. The only exception to this was that of a local bank which had a temporary excess of silver and offered one-eighth of 1 per cent premium for gold.

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MERCHANTS' ASSOCIATION OF HONOLULU,
Honolulu, Hawaii T., September 12, 1902

Hons. J. H. MITCHELL, J. R. BURTON, and A. G. FOSTER,
Subcommittee of United States Senate
Committee on Pacific Islands and Porto Rico.

GENTLEMEN: At a special meeting of the Merchants' Association of Honolulu, held September 10, 1902, the following-named gentlemen were appointed a committee to present a memorial from this association to your honorable body: Messrs. George W. Smith, W. Dimond, J. F. Humburg, J. Wakefield, and Robert Catton.

I beg further to inform you that at a special meeting of the association, held September 11, 1902, the said memorial was read and indorsed by unanimous vote of this association.

Very respectfully, yours,

W. W. HARRIS,
Secretary Merchants' Association of Honolulu

HONOLULU, HAWAII, *September 12, 1902*

Hons. J. H. MITCHELL, J. R. BURTON, and A. G. FOSTER,
Subcommittee of United States Senate
Committee on Pacific Islands and Porto Rico.

SIRS: The undersigned, a committee duly appointed by the Merchants' Association of Honolulu, beg to submit for your consideration the following memorial on the economic and other conditions of the Territory.

We will assume that you are conversant with the fact that annexation to the United States has resulted in a serious pecuniary loss to the government of Hawaii through the transfer of the custom-house and internal-revenue receipts to the Federal Government, and propose to state how, in our opinion, this loss may be neutralized to the advantage of both the Federal and Territorial governments.

SUGAR.

To the growth of the cane and its manufacture into sugar is due the commercial, if not the political, position of these islands to-day. The sugar industry, fostered by the reciprocity treaty before annexation, has been seriously injured since then by the application of the United States labor laws and Chinese-exclusion act. While yielding to our desire to see this become "a white man's country" to the extent possible, it has been demonstrated on several occasions that it is impossible for the white man to labor in the cane fields, even at a high rate of wages. We would therefore suggest a relaxation of the laws just referred to, such as would enable our planters to draw labor from Asia and get enough of it under such restrictions as it might be right to Congress to indicate. This class of labor, if brought in under proper conditions, would not come into competition with our own can labor. As merchants we leave the further discussion of this matter to the Planters' Association, but the sugar industry is so much the most important of all Hawaiian enterprises that it ought, we think, to occupy the first place in such a memorial as this.

FIRE CLAIMS.

provision for payment of losses incurred in the stamping out of the bubonic plague in Honolulu, 1899-1900.)

We respectfully submit the following facts:

(1) That the property destroyed and for which compensation is claimed was only condemned to destruction after a careful examination by the board of health, and that said board of health was satisfied that the premises to be destroyed were plague infected. A careful record was kept of each building or block of buildings destroyed.

(2) That the disaster of January 20, 1900, where property covering approximately 35 acres of land was swept away by fire, was caused by the sanitary fire (started by order of the board of health) getting, with the aid of a strong trade wind, entirely beyond the control of the fire department.

(3) That the sole object and purpose of those sanitary fires was to confine the epidemic to the closest limits possible, in order to prevent the dread disease reaching the shipping in port and the western coast of the mainland, and to hold it within the contaminated sections of the city.

(4) That the losses incurred by the destruction of buildings, household property, and merchandise was largely in excess of the amount \$1,473,173 which has been awarded by the fire claims commission to the various claimants, and that the said claimants will cheerfully bear a considerable portion of their direct losses as well as the whole of their indirect losses, for which no claim whatever has been made or allowed.

(5) That it is an undoubted fact that the business of the community has suffered severely and is still suffering from the nonpayment of these claims, and if same are not paid within a reasonable time many of these claimants, who practically lost all their subsistence in these sanitary fires, will be forced into bankruptcy.

(6) We respectfully suggest that your honorable body examine with care the records of the board of health, which controlled the welfare of the port and city during the epidemic of the bubonic plague, as also the records of the proceedings of the fire claims commissioners, and we believe these records will fully satisfy your honorable body that no wanton or unnecessary waste of property was permitted and that the whole purpose of the sanitary fires was the eradication of the bubonic plague.

(7) The inability of the Territorial government to meet the payment of these claims has been rendered evident by statements now and heretofore made to your committee.

We would, therefore, urge the appropriation by Congress of a sufficient amount to cover the awards made by the fire claims commission.

PUBLIC HEALTH.

We wish to bear testimony to the efficient work done during the past two years by the United States Marine-Hospital Service, and we would respectfully urge your recommendation of such appropriations as will provide for the extension and further equipment of the quarantine station in Honolulu.

HARBOR ACCOMMODATION.

We respectfully suggest that the cost of maintaining and improving the condition of our harbors be borne by the Federal Treasury, the burden of maintenance and improvements necessary to meet changing conditions resulting from the ever-increasing tonnage of vessels built is too heavy for this community to bear when deprived of the revenue from the customs receipts.

We beg respectfully to emphasize the fact that the benefits from execution of public work of this character are more of a national than local value. More American shipping tonnage puts in at island ports than at any other ports of the world, outside of those of the main United States ports. It is highly desirable for the fostering of United States shipping that our harbors be deepened and continually kept clear of mountainous shoals so that ships of large tonnage can be brought into harbor and discharged at wharf in safety. Shipping interests between the Orient, Australia, and Western American ports will be greatly furthered by having safe, deep harbors and good wharf accommodations at Honolulu.

To provide for the larger class of vessels, both of the merchant marine and Navy, which are now coming into use on the Pacific, is a matter of great importance that channels should be deepened, harbors enlarged to admit of safe entrance and speedy handling of cargo and fuel.

FEDERAL BUILDINGS.

The necessity is apparent for better provision for offices of the various departments of the Federal Government. The post-office and custom-house are not adequately provided for prompt handling of business which comes to them. Other departments are using buildings which are needed for the use of the Territorial Government, and it would seem to be for the best interests of all that a general building should be erected without loss of time, where the offices and courts could be established and the rooms in the building which were formerly used by the Territory given up again to their original use.

CURRENCY.

The existence of two sets of silver coins is an anomaly which causes much trouble if, for any reason or without any good reason, the repudiation of the "Kalakaua" dollar comes about. It is intrinsically of the same value as the United States dollar, so that the cost of recoinage would but slightly exceed that of recoinage, a cost so small in comparison to the advantages to be derived that we trust Congress will take the necessary steps to insure the passage of the bill recently introduced for that purpose.

LIGHT-HOUSES.

We heartily indorse the statements made before your honorable Commission, by the secretary of the Territory, as to the necessity of having the island coasts properly lighted.

HAWAIIAN INVESTIGATION.

TRANSPORT SERVICE.

The Merchants' Association would urge that the port of Honolulu (an American port) be the mid-ocean stopping place of the transport service between Manila and San Francisco.

CONTRACT FOR SUPPLIES.

The Merchants' Association would urge upon the Federal Government the advisability of offering tenders to the local merchants for supplies for the departments of the Army and Navy stationed at Honolulu, and, other things being equal, to award the contracts to local bidders.

COFFEE.

This, one of the minor industries of Hawaii, has suffered of late years chiefly from the increased supply of the South American product. In any future readjustment of the tariff we would bespeak your consideration for Hawaiian coffee.

CUSTOM-HOUSE.

In conclusion, we would respectfully submit that the withdrawal of the customs receipts from the Territory is responsible, to a very great extent, for the existing financial stringency. Figures have been presented to you in the memorial from the Builders and Traders' Exchange, and it is unnecessary for us to repeat them. In view of this large contribution to the Federal revenue, it would seem to us that the cost of such improvements and appropriations as have been suggested is well provided for.

For the Merchants' Association of Honolulu:

W. W. DIMOND,
GEO. W. SMITH,
JAMES WAKEFIELD,
T. F. HUMBER, jr.,
ROBT. CATTON,
Committee.

CIVIL LAWS OF 1897.

DEPARTMENT OF ATTORNEY-GENERAL.

CHAPTER 71.—*The attorney-general.*

SEC. 1013. The attorney-general shall appear for the government, personally or by deputy, in all the courts of record of this republic (Territory), in all cases criminal or civil in which the government may be party, or be interested; and he shall in like manner appear in the district courts when requested so to do by the marshal of the republic (high sheriff of the Territory) or the sheriff of any one of the islands.

SEC. 1014. He shall also be vigilant and active in detecting offenders against the laws of the republic (Territory), and shall prosecute the

same with diligence. It shall also be his duty to enforce all bonds and other obligations in favor of government that may be placed in his hands for that purpose by any person having the lawful custody of such papers; and he shall likewise be diligent in prosecuting all persons who may obstruct any street, channel, harbor, wharf, or highway, or any stream or public water course, or commit any trespass or waste on any portion of the public domain or other public property.

SEC. 1015. The said attorney-general shall, without charge, at all times when called upon, give advice and counsel to the ministers (heads of departments), the marshal (high sheriff), sheriffs, collectors, justices, and other public officers, in all matters connected with their public duties, and otherwise aid and assist them in every way required to enable them to perform their duties faithfully.

SEC. 1016. It shall also be the duty of the said attorney-general to give counsel and aid to poor and oppressed citizens of the republic (Territory), and to assist them in obtaining their just rights without charge; provided, however, that he shall not be obliged to render aid, counsel, and assistance unless requested so to do by the president (governor), or by some one of the ministers (heads of departments).

SEC. 1017. Said attorney-general shall not receive any fee or remuneration from or in behalf of any person or prosecutor for services rendered in any prosecution or business to which it shall be his official duty to attend; nor be concerned as counsel or attorney for either party in any civil action depending upon the same state of facts.

SEC. 1018. He shall account with the minister of finance (treasurer of the Territory) every three months for all fees, bills of costs, penalties, and other moneys received by him by virtue of his office.

SEC. 1019. Said attorney-general shall, when required, give opinions upon questions of law submitted to him by the president (governor), the legislative assembly, or the head of any department.

SEC. 1020. The said attorney-general shall receive such salary as shall be voted from time to time by the legislature, which shall be paid to him out of the public treasury in equal monthly payments in full for all services rendered by him.

SEC. 1021. The attorney-general may from time to time appoint a deputy for any judicial district, whensoever the exigencies of the public service may require it, and shall be responsible for all the acts of such deputy or deputies.

SEC. 1022. All the duties imposed by existing laws on district attorneys formerly are hereby required to be performed by the attorney-general.

CHAPTER 72.—*Police.*

SEC. 1023. The attorney-general shall have the care, superintendence, and control of the entire internal police of the republic (Territory) subject to the provisions of this act.

SEC. 1024. There shall be a marshal of the republic (high sheriff of the Territory), hereinafter named the marshal (high sheriff). He shall be the chief of police for the republic (Territory), and shall be responsible to the attorney-general. He shall have the supervision and control of the sheriffs and subordinate officers of the internal police. They shall hold office subject to removal by the attorney-general, with the approval of the cabinet (governor); and he may be removed for

the supreme court, or by a majority of the justices thereof. Any vacancy which shall hereafter occur in the office of marshal (high sheriff) shall be filled by commission from the president (governor), and with the advice and consent of the cabinet (Senate), upon the nomination of the attorney-general.

SEC. 1025. Any person who shall be hereafter so nominated and commissioned to the office of marshal (high sheriff) shall, before entering upon the duties of such office, execute and deliver to the attorney-general a bond in a penal sum of not less than five thousand dollars (\$5,000), with sufficient surety or sureties, to be approved by any justice of the supreme court, and such approval to be by such justice endorsed on said bond, conditioned for his faithful execution of all process directed to him by any of the courts of the republic (Territory) for the faithful accounting for and due return of all fines, penalties, and moneys collected by him; for the safe-keeping of all prisoners committed to his custody; and for the faithful performance of all other duties of his office; and that he will take only the lawful fees of his office.

The attorney-general, with the approval of any justice of the supreme court, or a majority of the justices of the supreme court, may as the occasion may require exact additional bonds or increased security from the marshal (high sheriff), conditioned as above, provided not more than twenty thousand dollars (\$20,000) in all shall be thus exacted. The bond or bonds given as herein provided shall be filed and preserved in the office of the clerk of the supreme court.

SEC. 1026. There shall be a sheriff for the island of Hawaii, a sheriff for the islands of Maui, Molokai, Lanai, and Kahoolawe, and a sheriff for the islands of Kauai and Niihau, who shall have the exercise, care, supervision, and control of the police within their respective jurisdictions; subject, however, to the superior control of the marshal (high sheriff) and the attorney-general.

SEC. 1027. The respective sheriffs shall be appointed by the marshal (high sheriff), by and with the approval of the attorney-general, to be endorsed on the commission of the sheriff so appointed.

They shall hold their offices subject to removal by the marshal (high sheriff), with the approval of the attorney-general.

SEC. 1028. The respective sheriffs shall give bonds, with sufficient sureties, to the attorney-general in a penal sum of not less than three thousand dollars (\$3,000). Such bonds shall be conditioned, and may be increased or new bonds or other sureties exacted, as provided in the case of the marshal (high sheriff) in section 1025, provided that not more than ten thousand dollars (\$10,000) in the aggregate shall be exacted in bonds from any sheriff. Such bonds shall be filed and preserved in the office of the clerk of the supreme court.

SEC. 1029. In case of any breach of the condition of any bond so furnished by the marshal (high sheriff), or by any sheriff, any person thereby injured may institute a suit upon such bond in his own name and for his sole use, or for the use of any person or persons whom he therein represents, and thereupon recover such damages as shall be legally assessed, with costs of suit, for which execution may issue in favor of such person. Such bond shall, after any judgment rendered thereon, remain as security for the benefit of any person injured by the breach of any condition thereof until the whole penalty shall have been recovered. No suit upon any such bond shall be commenced later

than two years after the right of action shall have accrued, provided that infants, femmes coverts, and persons non compos may sue or in respect thereof within one year after their disabilities shall.

SEC. 1030. The marshal (high sheriff) shall, with the approval of the attorney-general, appoint and commission not more than two deputy marshals (deputy high sheriffs), for whose acts and defaults the marshal (high sheriff) shall be responsible upon his official bond. Each deputy marshal (deputy high sheriff) so appointed shall be authorized to do or perform any act or thing required by law to be done or performed by the marshal (high sheriff). The marshal (high sheriff) shall exact from his deputies bonds of indemnity with sufficient securities for the due and faithful discharge of their duties, which may be in any amount not to exceed ten thousand dollars (\$10,000) that shall be approved by the attorney-general.

SEC. 1031. It shall be the duty of the marshal (high sheriff), and of the several sheriffs within their respective jurisdictions, to preserve the public peace, to have charge of all jails and prisons, to safely keep persons committed to their charge, to execute all lawful precepts and mandates directed to them by any judge, court, minister (head of a department), or other person thereunto authorized; to arrest offenders from justice, as well as all criminals and violators of the laws; and generally to perform all such other duties as may be imposed upon them by law, for any of which purposes they may command all necessary assistance, civil or military.

SEC. 1032. The marshal (high sheriff) for and within the island of Oahu, subject to the approval of the attorney-general, and the several sheriffs for and within their respective jurisdictions, subject to the approval of the marshal (high sheriff), may appoint such deputy sheriffs and other police officers as occasion may require, and dismiss them in their discretion; and may in like manner appoint and adjust the compensation of such officers, except as otherwise provided by law: Provided, however, that the number of police officers or constables shall not exceed, for the island of Oahu, one hundred; for the islands of Maui, Molokai, Lanai, and Kaupae, eighty; for the island of Hawaii, one hundred; for the islands of Kauai and Niihau, forty; and further provided, that nothing in this section contained shall be construed to prevent the appointment of a number of special constables to serve without pay, except that for the duration of any emergency such special officers may be paid, in the discretion of the officer by whom they were appointed to serve during such emergency, if such payment be approved by the attorney-general.

SEC. 1033. The marshal (high sheriff) and the several sheriffs shall exact from the deputies sheriff appointed by them, respectively, bonds of indemnity, and shall be severally responsible for the official acts of such deputies.

SEC. 1034. The marshal (high sheriff), sheriffs, and deputy sheriffs shall receive in full payment of their services such annual compensation as shall from time to time be prescribed by the legislature; provided, however, that the legally prescribed fees received from the sale and conveyance of property under execution or other order issued from any court, to an amount not exceeding fifty dollars for any one such sale and conveyance, shall belong to the marshal (high sheriff) or to the sheriff or to the deputy sheriff making such sale and conveyance, the excess of such fees over said sum of fifty dollars, if any, to be returned to the treasury as a government realization.

SEC. 1035. Any police officer or constable appointed to or holding office under this act may be removed at any time by any judge of a court of record, or by the district magistrate of Honolulu (if the officer sought to be removed shall be a member of the police force for the Island of Oahu) for incompetency, corruption, or misbehavior in office.

SEC. 1036. In all cases in which the marshal (high sheriff) or any deputy, deputy sheriff, or constable shall be a party, plaintiff, or defendant, to any suit or cause pending in any court of the Republic (territory), the officer so interested shall not be competent to execute any process in such suit, and the court when necessary may appoint a disinterested person to act as a substitute for such officer, to execute such process, who shall, in all respects, be accountable to the court for his conduct.

SEC. 1037. In case of the death, resignation, or removal from office of the marshal (high sheriff) or any sheriff without having executed, or having executed only in part, any process in his hands, the execution of such process may be effected or completed by the deputy of such marshal (high sheriff) or sheriff, or by such other police officer as shall be thereunto appointed by the attorney-general; provided, that a successor to such marshal (high sheriff) or sheriff shall be appointed, and such successor shall be responsible for the completion of the execution of such process from the point to which the same had progressed at the time of his assumption of such office. The power hereby conferred shall extend to the execution, acknowledgment, and delivery by such deputy or other designated police officer as aforesaid, or by the successor of such marshal (high sheriff) or sheriff as aforesaid, of all deeds and other instruments of conveyance.

SEC. 1038. The marshal (high sheriff) and the respective sheriffs shall file all warrants, mittimus, processes, and other official papers, and the attested copies of them, by which any prisoner shall have been committed or liberated, and they shall be safely kept in a suitable box or safe, and upon the death, resignation, or removal from office of such marshal (high sheriff) or sheriff shall be delivered, together with all other official records, papers, and journals, to his successor, or to any other officer or person duly appointed to receive them; and in default of such delivery such marshal (high sheriff) or sheriff, if living, may be held liable for embezzlement, as provided by section 158 of chapter 18 of the penal code, and shall also be civilly liable in damages to any person or persons who shall be injured by such nondelivery. If such marshal (high sheriff) or sheriff shall be dead, such civil liability shall attach to his personal representatives and the sureties upon his official bond, jointly and severally. In addition to such civil liability as aforesaid such marshal (high sheriff) or sheriff, or their personal representatives and sureties on their official bonds, shall forfeit and pay for each such default in delivery the sum of two hundred dollars, to be recovered for the use of the public treasury.

SEC. 1039. All process of any court of record shall be addressed to the marshal (high sheriff) or to any sheriff or their deputies, except as may be otherwise provided by law, and it shall be the duty of the marshal (high sheriff) or sheriff and their deputies to execute the same at their peril, according to the tenor thereof; and they shall not be liable for any damages resulting from the execution of such process.

SEC. 1040. The marshal (high sheriff), any sheriff, deputy sheriff, or other police officer may decline to levy upon or sell the alleged property of any person against whose goods and effects an execution or

SEC. 1058. When such prisoners can not be well employed in performance of any public work, the marshal (high sheriff), with approval of the minister of the interior (superintendent of public works), may let them out to labor for private individuals, upon terms as he may deem proper; provided, always, that such prisoners shall be locked up within the prison every night.

SEC. 1059. Female prisoners shall be kept entirely separate from the male prisoners, and shall be employed in making mats, in sewing, in washing the clothes of the prisoners, and in such other suitable occupations as the marshal (high sheriff) shall direct.

SEC. 1060. The pay of prison officers shall be determined and regulated by the attorney-general.

SEC. 1061. Every person sentenced to imprisonment for life shall be considered as civilly dead, and the same disposition shall be made of his estate as if he had died on the day sentence was pronounced, and any last will and testament or codicil he may have made prior to that time shall take effect in the same manner as if he had died on that day.

SEC. 1062. But no disposition of any estate, either by will or otherwise, after the arrest for crime of which the prisoner was convicted, whether sentence is for life or otherwise, shall have any advantage or preference over the claim of any person entitled to damages for private injury committed by the criminal, unless such disposition be made a valuable and equivalent consideration, to a person ignorant of the arrest.

SEC. 1063. Whenever a convict is condemned to imprisonment for life, any judge having probate powers may, upon due application, appoint a guardian to have the care and management of the convict's estate, real and personal, during the term of his imprisonment. The letters of guardianship shall be revoked by the parole or discharge of the convict, but such revocation shall not invalidate the acts done by the guardian.

SEC. 1064. Every guardian so appointed for any convict shall pay all the just debts due from the convict out of his personal estate, if sufficient, and if not, out of his real estate, upon obtaining leave of the judge for the sale thereof from the judge; he shall also settle all accounts of the said convict, and demand, sue for, and receive all debts due to him, and may, with the approbation of the judge, compound for them and give a discharge to the debtor; and he shall appear for and defend his ward in all legal suits and proceedings, unless when another person is appointed for that purpose.

SEC. 1065. Such guardian shall have all the rights and duties as well as all the responsibilities, respecting the management and control of the convict's estate, as appertain to the guardian of an insane person. He shall manage the estate frugally and without waste, and apply the profits thereof, so far as may be necessary, to the comfortable and suitable maintenance of the convict, if there be any, and if the profits shall be insufficient for that purpose, he may sell the real estate and apply the proceeds thereto, upon the license of the judge.

SEC. 1066. Such guardian may be removed and another appointed in his place whenever the judge shall think there is just cause for removal.

SEC. 1067. Every such guardian shall have such compensation for services as the judge before whom his accounts are settled shall consider just and proper, and he shall also be allowed the amount of reasonable expenses.

SEC. 1068. All property given or in any manner whatsoever accruing to a convict shall vest in his guardian, if he be sentenced for a term of years, to be disposed of in like manner with his other property; or if he be sentenced for life shall vest in his heirs.

SEC. 1069. Until a lunatic asylum is created by law, any lunatic or insane person, whose lunacy or insanity is established by the court of proper jurisdiction, may be committed to any prison, jail, or house of correction, there to be provided for and safely kept until lawfully discharged. The estate of such person shall in all cases be liable for the payment of his necessary expenses, and it shall be the duty of his guardian or other legal representative to make such payments, from time to time, as may be ordered by said court.

CHAPTER 74.—*Care and custody of prisoners.*

SEC. 1070. From and after the passage of this act, the care and custody of all prisoners detained in any prison of the republic (Territory) shall be transferred from the department of the interior (department of public works) to the department of the attorney-general, and shall be included in and appertain exclusively to the department of the attorney-general, except as hereinafter otherwise provided.

SEC. 1071. The attorney-general shall hereafter exercise all such authority, supervision, and control over the marshal (high sheriff) and his subordinates in relation to the care and custody of prisoners as has heretofore been vested by law in the minister of the interior (superintendent of public works), and the marshal (high sheriff) shall hereafter be responsible to the attorney-general in all matters appertaining to the care and custody of prisoners in like manner as he has heretofore been responsible to the minister of the interior (superintendent of public works) in respect thereof.

SEC. 1072. In all respects wherein the minister of the interior (superintendent of public works) has heretofore by law been invested with the power of approval of the appointment of prison officers, or any discretion to regulate the discipline or the pay of such officers, or the discipline of prisoners, such rights of approval and discretion are hereby vested in the attorney-general.

SEC. 1073. The marshal (high sheriff) shall at all times, notwithstanding anything hereinbefore contained, hold all such prisoners as shall be confined under sentence of imprisonment at hard labor at the disposal of the minister of the interior (superintendent of public works), to be employed by said minister (superintendent) on the public works or otherwise, as said minister (superintendent) under the law shall direct.

CHAPTER 75.—*Prison inspectors.*

SEC. 1074. The minister of the interior (superintendent of public works), with the approval of the cabinet (governor), shall, within sixty days after the passage of this act, appoint three persons on the island of Oahu to be inspectors of prisons, who shall constitute a board of

prison inspectors. Such inspectors shall hold office until July, and thereafter in the month of July of each alternate year the minister (superintendent) shall in like manner appoint three inspectors who shall hold office for two years. Any inspector shall be eligible for reappointment.

SEC. 1075. In case any inspector shall die, resign, depart from the republic (Territory) to reside abroad, or become incapacitated to serve upon such board, the minister of the interior (superintendent of public works) shall declare the office of such inspector vacant, and shall, with the approval of the cabinet (governor), appoint some other person to fill such vacancy, and to serve for the remainder of the term of the inspector whose office has so become vacant.

SEC. 1076. All inspectors appointed under the provisions of this act shall serve without pay, but they may incur such reasonable expenses for clerk hire, traveling expenses, or other incidentals as the minister of the interior (superintendent of public works) shall approve. Such expenses shall be paid from the appropriations for the support of prisoners.

SEC. 1077. As soon as convenient after the appointment of a board of inspectors, they shall organize and appoint one of their number to be chairman of the board, and another secretary. They shall hold a regular meeting once each month, and special meetings may be called by any member of the board. They may adopt rules and regulations for their own guidance, and shall keep a record of their proceedings and doings in a proper book or books. A majority of the board shall constitute a quorum.

SEC. 1078. The books of record of each board of inspectors shall, at the expiration of the term of office of such board, be delivered to the minister of the interior (superintendent of public works), who shall preserve the same in the archives of the department of the interior (secretary of the Territory).

SEC. 1079. Such inspectors, or a majority of them, shall visit the Oahu prison once each month, and oftener if they deem it expedient. Any of them may visit said prison at any time. They, or any of them, with the approval of a majority of the board, may visit and inspect any prison or jail of the republic (Territory) at any time, and shall have access to every part of such prisons or jails, and to the papers, records, and accounts of the same.

SEC. 1080. It shall be the duty of the board of inspectors to supervise the discipline and government of the Oahu prison, and, in their discretion, from time to time provide rules and regulations, not contrary to law, for any or all of the prisons and jails of the republic (Territory). In performing these duties they shall consult with the marshal (high sheriff) of the republic (Territory) and the minister of the interior (superintendent of public works) upon all important matters, but the decision of a majority of the board shall control.

SEC. 1081. It shall be the duty of the board of inspectors, in consultation with the jailor, to prescribe the punishment to be inflicted upon prisoners for the breach of prison rules or other misconduct. They shall in like manner decide who are entitled to the commutation provided by law for good behavior, and who shall be deprived of commutation in whole or in part. They shall in like manner exercise the power to restore, in whole or in part, to any prisoner the commutation which such prisoner shall have lost.

SEC. 1082. The board of inspectors shall seek to improve the discipline of the prisons and the condition of the prisoners, and extend all reasonable inducements not contrary to law for good behavior. They may, in their discretion, classify the prisoners, designating the grade to which each shall belong, the privileges not inconsistent with the law which may be granted them, and the garb which they shall wear.

SEC. 1083. The board of inspectors shall, in the months of January and July of each year, present to the minister of the interior (superintendent of public works) a report of the condition of Oahu prison and the prisoners there confined, and of the doings of the board during the previous six months, and the condition of all other prisons and jails and prisoners of the republic (Territory), so far as they have information relating to them. They shall submit with such report a copy of all rules and regulations which they have made, amended, or rescinded during such period. They may also add any information or suggestions they deem advisable. Such reports shall be signed by at least two of the members of the board of inspectors, and be published in the English and Hawaiian languages in suitable weekly newspapers in Honolulu. They shall also present a report to the legislature at each regular session of the same, making such suggestions and recommending such legislation relating to the prisons and prisoners as they deem expedient.

CHAPTER 76.—*Commutation of punishment.*

SEC. 1084. Every prisoner confined in any prison or jail of the republic (Territory), under sentence of hard labor imposed by any court of the republic (Territory), may, for continued good behavior or meritorious conduct while serving out his sentence, be allowed the following deductions for each three months of his term, that is to say, first three months, seven days; second three months, eight days; third three months, nine days; fourth three months, ten days, and so on at the same increasing rate of one day additional for each succeeding three months.

SEC. 1085. Any prisoner sentenced to pay a fine and who is confined at hard labor because of his failure to pay his fine, according to law, may be allowed a commutation at the rate provided for prisoners sentenced to hard labor, such commutation to be allowed for the time actually served in prison.

SEC. 1086. Any prisoner may, for misconduct or other sufficient cause before his discharge, forfeit the whole or a part of the commutation which he has been allowed, and, for subsequent good conduct, meritorious behavior, or other sufficient reasons, the whole or a part of the commutation so forfeited may be again allowed to such prisoner.

SEC. 1087. The granting, withholding, forfeiting, and restoring of the commutation provided by this act shall be discretionary with the board of prison inspectors. As to prisoners confined in the prisons of the republic (Territory) other than Oahu prison, the board of prison inspectors may delegate to such prison, officers or other persons as they deem best the power to grant, withhold, forfeit, and restore commutation of prisoners confined in such prisons, and such power to revoke at their discretion.

SEC. 1088. At some suitable time during the months of January, April, July, and October of each year the board of prison inspectors

shall cause each prisoner to be informed of the commutation granted, withheld, forfeited, or restored to, from, or by him during the previous three months, giving the reasons for such granting, withholding, forfeiting, or restoring of the commutation. And the said inspectors may, in their discretion, cause the standing of each prisoner to be made known to any or all of the other prisoners in the prison.

SEC. 1089. A record shall be kept and preserved in a suitable book or books at each prison, to be styled the commutation book, in which shall be entered the name of every prisoner under sentence who is confined in such prison. In such book shall be entered upon a separate page the name of each prisoner, under which shall be entered a careful record of his conduct and of the commutation which has been granted, withheld, forfeited, or restored to, from, or by him, with reasons for such granting, withholding, forfeiting, or restoring of commutation. Such records or true copies of them shall be shown to the council of state (to the governor) when considering petitions for executive clemency.

SEC. 1090. The commutation provided by this act may be allowed to prisoners sentenced before this act shall become law, but shall be allowed only from the date of its approval. The days commuted for any prisoner before the date of the approval of this act, under commutation heretofore allowed by law, shall be noted upon the record of such prisoner and added to the commutation allowed him under the provisions of this act.

PENAL LAWS OF 1897.

CHAPTER 59. *Public health.*

SEC. 868. There shall be a board of health for the Hawaiian Islands, consisting of seven members, three of whom shall be laymen, two physicians, and the attorney-general ex officio.

ORGANIC ACT.

SEC. 71. There shall be an attorney-general, who shall have the powers and duties of the attorney-general and those of the powers and duties of the minister of the interior which relate to prisoners, and prison inspectors, notaries public, and escheat of lands under the laws of Hawaii, except as changed by this act and subject to modification by the legislature.

CONSTITUTION OF 1852.

ARTICLE I. God hath created all men free and equal, and endoweth them with certain inalienable rights, among which are life and liberty, the right of acquiring, possessing, and protecting property, and pursuing and obtaining safety and happiness.

ART. XII. Slavery shall under no circumstances whatever be tolerated in the Hawaiian Islands. Whenever a slave shall enter Hawaiian territory he shall be free. No person who imports a slave or slaves into the King's dominions shall ever enjoy any civil or political rights in this realm, but involuntary servitude for the punishment of crime is allowable according to law.

either in the government of the Territory of Hawaii, upon a commission, or upon any body, and that this body may have the right to purchase said Government lands.

That the Congress of the United States enact said law, so that any natural person who has for two years or more held Government land, under lease or otherwise, the right and power upon application, to purchase the same, proving that said land is not less than five acres.

That such laws shall provide for the appointment of a commission composed of competent persons, who shall appraise public lands and thereby place valuations on said land, which shall be within the power of every person holding public lands to secure their own.

The undersigned make the foregoing suggestions, well knowing that in the system of American institutions it is an elementary principle that every American should own his own home, and that it is not only of the undersigned, but of every Portuguese family living on the slopes of Punchbowl, that your honor should lay this matter before the Congress of the United States, and that you be successful in presenting before the proper authorities this memorial, which means the continuation of a policy which may otherwise be taken from these people, who may be in circumstances that may not permit them to state their views.

The undersigned beg leave to attach hereto copies of the lease which from time to time been executed by the late Queen, and of later years by the Kapihani Estate, Limited, to the Portuguese leaseholders now in possession. These leases have from time to time, and more particularly the last form, contained some covenants imposed upon the Portuguese lessees, and it came when this corporation, the Kapihani Estate, Limited, was formed it is safe to say that the covenants in the lease which it execute would be so burdensome that the Portuguese people on the slopes of Punchbowl would of necessity have to seek protection, unless protected by law.

Respectfully submitted

FRANK ANDRADE

JOS. F. DURIO

A. H. R. VIEIRA

Witness the Hand of Portuguese Settlers of Punchbowl, N. H.

At Honolulu, Hawaii, this 20th day of September, A. D. 1902

LEASE

Now made this — day of —, A. D. 19—, between —, of — island of —, of the first part, and —, of the second part.

That the party of the first part does hereby lease to the second party of land situated in the — of —, in the district of —, land of —.

For the premises to the second party for the term of —, at a rental of — dollars per annum.

It is follows: Payment of — of the annual rental to be

That at the present time there is no legal method whereby the tlers of the slopes of Punchbowl may acquire the fee of said la and the purpose of this memorial is to bring to the attention of honorable body the fact that it is necessary that the Congress of United States enact such laws whereby the fee of this land ma vested in somebody with whom the settlers of Punchbowl may at time before the expiration of their respective leases enter into tracts whereby they may purchase their small holdings and there the expiration of their leases be vested with the fee simple of the upon which they have labored, built their homes, paid taxes to government of the Territory of Hawaii, paid rent to the lessees c crown lands commission, paid water rates, and upon which they lived for so many years and have reared their families.

That there is danger that the government of the Territory of H will exchange portions of this land with parties other than those have improved said lands and those who by natural justice should the first say about the disposition of these lands. The governm the Territory of Hawaii has already exchanged a part of said with the Kapiolani Estate, Limited (a corporation), and if this m of exchange is pursued, there is danger that the people who by should have the opportunity to purchase the fee of said lands wil nothing to say about that over which they have spent the bette of their life's earnings.

An examination of the following figures will show the eno amount of money spent only by Portuguese in improving the slo Punchbowl, to say nothing of what other nationalities have also there. The following figures are prepared on the most conser basis.

Buildings.....	\$540
Improvements (plumbing, etc.).....	170
Taxes to January, 1903	38
Taxes paid to the Kapiolani Estate	9
Rent paid to Kapiolani Estate.....	12
Water rates.....	7
Total.....	94

These figures do not show the value of the work done by the guese individually in cultivating these lands and planting trees th

While all the Portuguese settlers on the slopes of Punchbo not American citizens, this is not because it is their wish to subject to the King of Portugal, but due to the fact that they c become citizens of the great Republic because disqualified organic act. However, there is no instance of a Portuguese living on the slopes of Punchbowl who have not children w American citizens or who will not soon be American citizens.

That it is the desire of the undersigned, as well as the mem the Portuguese colony who reside on the slopes of Punchb secure to each Portuguese who is a leaseholder under the Ka Estate, Limited, of lands owned by the Government the fee sin each of their respective holdings, and do hereby make the ing suggestions as to the solution of the problem presented memorial.

First. That the Congress of the United States enact laws w the fee of Government lands within the Territory of Hawaii

rested either in the government of the Territory of Hawaii, upon a commission, or upon any body, and that this body may have the right to convey said Government lands.

Second. That the Congress of the United States enact such laws as will give to any natural person who has for two years or more held Government land, under lease or otherwise, the right and option, upon proper application, to purchase the same, proving that such holding shall not exceed 5 acres.

Third. That such laws shall provide for the appointment of a commission composed of competent persons, who shall appraise public lands, and thereby place valuations on said land, which shall be within the means of every person holding public lands to secure their own homes.

The undersigned make the foregoing suggestions, well knowing that under the system of American institutions it is an elementary principle that every American should own his own home, and therefore it is the prayer not only of the undersigned, but of every Portuguese family who reside on the slopes of Punchbowl, that your honorable body may bring this matter before the Congress of the United States, and that you may be successful in presenting before the proper authorities in Washington this memorial, which means the continuation of many happy homes which may otherwise be taken from these people when they may be in circumstances that may not permit them to secure other homes.

The undersigned beg leave to attach hereto copies of the leases which have from time to time been executed by the late Queen Dowager, Kapiolani, and of later years by the Kapiolani Estate, Limited, to the various Portuguese leaseholders now in possession. These leases executed from time to time, and more particularly the last form, shows the burdensome covenants imposed upon the Portuguese lessees, and if the time came when this corporation, the Kapiolani Estate, Limited, has the power it is safe to say that the covenants in the leases which they would execute would be so burdensome that the Portuguese residents of the slopes of Punchbowl would of necessity have to seek other quarters, unless protected by law.

Respectfully submitted.

FRANK ANDRADE,
JOS. F. DURÃO,
A. H. R. VIEIRA,

Committee Chosen by Portuguese Settlers of Punchbowl Slopes.

Dated at Honolulu, Hawaii, this 29th day of September, A. D. 1902.

LEASE.

This lease, made this — day of —, A. D. 189—, between —, of — island of —, of the first part, and —, of the second part.

Witnesseth, the party of the first part does hereby lease to the second party that piece of land situated in the — of —, in the district of —, island of —.

Demising the premises to the second party for the term of — at the annual rental of — dollars per annum.

Payable as follows: Payment of — of the annual rental to be

made on the date of the expiration of this instrument, and payments in like manner are to be made until the expiration of the aforesaid term. That the party of the second part is prohibited from subleasing without the consent of the first party in writing.

At the expiration of the term aforesaid, the second party is to return the land in good condition and without waste.

In the event of a breach or nonperformance by the second party of the above conditions, then the land is to revert to the first party. And the rights and all improvements pertaining thereto or growing on the land made by the second party, all of these things are to revert to the first party, and likewise at the expiration of this lease.

And all taxes and charges to be imposed on the said land the party of the second part is to discharge.

The party of the second part agrees to perform all the conditions imposed on him.

In witness whereof we do subscribe our names and affix our seals the day and year above mentioned.

LEASE.

This lease, made this ____ day of _____, A. D. 18—, between _____, of _____, of the first part, and _____, of the second part.

Witnesseth, the party of the first part has leased, and by this instrument allows to the party of the second part, that premises _____ situated at _____, whose boundaries are described in royal patent _____ land commission award number _____, in the district of _____, island of _____ (being the _____ conveyed to _____ by the party of the first part above mentioned).

Demising the said premises to the second party, and to his heirs, for the term of _____ years, for a rental of _____ dollars per annum.

Payable as follows: Payment of _____ of the annual rental to be made on the date of the execution of this instrument and the remaining balance on the _____ day of _____; payments to be made in like manner until the expiration of the term aforesaid. The party of the second part is prohibited from subleasing.

At the expiration of the term aforesaid, the second party is to return the land in good condition and without waste.

In case of a breach or nonperformance by the second party of the conditions mentioned above, then the land is to revert to the first party. And all rights, improvements pertaining thereto or growing thereon made by the second party shall all revert to the first party.

And all taxes and charges to be imposed on the said land, the same are to be paid by _____.

I, _____, of the _____ party aforesaid, agree to perform all of the conditions to be performed by me.

As we are aware that this instrument is proper and correct, therefore we do subscribe our names and affix our seals the day and year above mentioned.

LEASE.

This lease, made this _____ day of _____, A. D. 190—, between _____, of _____, island of _____, of the first part, and _____, of the second part,

Witnesseth: The party of the first part hereby leases to the party of the second part that piece of land situated in _____ of _____ in the district of _____.

Demising said premises to the second party for the term of _____ years at the rental of _____ dollars per annum; the _____ of the annual rental to be paid on the date of the execution of this instrument, and the remaining half on the day _____, payments to be made in like manner until the expiration of the term aforesaid.

The party of the second part agrees and covenants for himself and for his executors with the party of the first part and their representatives and assigns to faithfully pay the rent in the manner above mentioned, to pay all land taxes and other charges which may be imposed on the said land. The second party is prohibited to sell or dispose of this lease nor sublease the land or any portion thereof for any term without first obtaining the consent of the first party in writing.

At the expiration of the term aforesaid the party of the second part is to return the land in good condition and without waste; and all rights and improvements thereto or may be growing upon the land made by the second party shall all revert to the party of the first part.

In the event of a breach or nonperformance by the second party of the above conditions, then the land with all improvements thereon shall revert to the first party.

And the party of the second part agrees to perform all of the aforesaid conditions on his part.

In witness whereof we do subscribe our names and affix our seals the day and year mentioned above.

_____.

In presence of—
_____.

This indenture, made this _____ day of _____, A. D. 190—, by and between the Kapiolani Estate, Ltd., a Hawaiian corporation, duly created and existing under and by virtue of the laws of the Territory of Hawaii, hereinafter called the lessor, and _____, of _____, island of _____, Territory of Hawaii aforesaid, hereinafter called the lessee.

Witnesseth: That the said lessor doth hereby demise and lease unto the said lessee— all that certain piece or parcel of land situate in _____, island of _____, Territory of Hawaii aforesaid, bounded and described as follows:

To have and to hold the same unto the said lessee— and _____ executors, administrators, and permitted assigns, for and during the full term of _____, beginning with the _____ day of _____, A. D. _____.

Yielding and paying therefor rent at the rate of _____ dollars

(§——) per annum, payable —— in advance, at the office of said lessor, without demand, on the —— day of ——.

And the lessee, for —— and ——, executors, administrators, and permitted assigns, hereby covenant— with the said lessor and its successors and assigns that —— and ——, executors, administrators, and permitted assigns, will pay said rent in manner aforesaid; and also all taxes and water rates and other assessments which may become liable on account of said premises without deduction from said rent; that —— will not, without the consent in writing of the said lessor, its representatives, successors, or assigns, assign this lease nor underlet the said premises as a whole; that —— will not make or suffer any strip or waste or any unlawful, improper or offensive use of said premises; that —— will forthwith insure said buildings on said premises against loss by fire in a sum not less than —— dollars (§——) in an insurance company approved of by the said lessor, and in the event of loss as aforesaid said insurance to be paid by the said lessor, its representatives, successors, or assigns, to be applied by the said lessor toward rebuilding on said premises; that —— will, at —— own cost and expense, during said term, keep and maintain said premises, and all buildings, fences, and additions thereto in good and substantial repair and condition; that —— will at all seasons and times during such term allow the said lessor, its representatives, successors, and assigns, to enter upon the demised premises and examine the condition thereof; and at the end of said term or any sooner determination of this lease will peaceably deliver up said premises to the said lessor, or its representatives, successors, or assigns, together with all buildings, fences, and other additions thereto, in such good and substantial repair and condition as aforesaid, reasonable use and wear thereof only excepted.

And the lessor, for itself, its successors, and assigns, hereby covenants with the lessee —, —— executors, administrators, and permitted assigns, that the lessee— and —— executors, administrators, and permitted assigns, paying the rent in manner aforesaid, and performing the covenants and agreements herein contained, shall, and lawfully may, peaceably use, occupy, and enjoy the said premises during the term without any hinderance, molestation, or interruption whatsoever of or by the said lessor, its representatives, successors, or assigns, or by any other person or persons lawfully claiming under them, or either of them.

Provided always, and these presents are upon this condition, that in case of a breach of any of the covenants to be observed on the part of the lessee—, or in case said rent shall be in arrear ——, the said lessor, its representatives, successors, or assigns may, while such default or breach continues, without any notice, or demand, or process of law, enter upon the premises hereby demised and thereby determine the estate hereby created, and may thereupon expel and remove the lessee and those claiming under ——, and their effects, forcibly if necessary, without process of law, as aforesaid; and such reentry shall in no wise be held to prejudice any right of action or remedy which may be otherwise used in respect of any breach of any of the covenants contained in this lease.

In witness whereof the said lessor has caused its corporate seal hereto affixed and these presents to be executed by its ——

—, and the said lessee— hereunto set — hand— and seal —, at the day and year first above written.

KAPIOLANI ESTATE, LIMITED,
By its ———.

Executed in duplicate in presence of—

[Acknowledgment.]

This indenture, made this 31st day of December, A. D. 1898, by and between Ernest H. Wodehouse, trustee, party of the first part, and A. Viera, party of the second part, both of Honolulu, island of Oahu, witnesseth:

That the said party of the first part (by virtue of the authority vested in him by trust deed dated July 12, 1898, and recorded in the register office in liber 181, pages 294 to 297, the parties of the first part in said trust deed hereto consenting), doth hereby demise and lease unto the said party of the second part, his executors, administrators, and assigns, all that piece of land situate on proposed extension of Quarry street, Honolulu, aforesaid, having a frontage of 114 feet along said Quarry street, and a depth of 80 feet along gulch to Helen Kamalu's lot, and 145 feet in the back along Helen Kamalu's lot.

To have and to hold the same, together with the appurtenances, unto the said party of the second part, his executors, administrators, and assigns, for and during the term of twelve (12) years, commencing from the 5th day of December, 1898.

Yielding and paying therefor unto the said party of the first part, or his successors in trust, the rent of thirty-five dollars (\$35) per annum, payable annually in advance.

And the said party of the second part, for himself, his executors, administrators, and assigns, doth hereby covenant and agree that he will well and truly pay, or cause to be paid, unto the said party of the first part, or his successors in trust, in the manner aforesaid, the rent above reserved; that he will pay all taxes and assessments that may be imposed upon the said demised premises; that he will not assign this lease or sublet the said demised premises, or any portion thereof, without the consent in writing of the said party of the first part; and at the end of said term shall and will deliver up the said premises, together with the improvements thereon, unto the said party of the first part.

In witness whereof the said parties have hereunto, and to another instrument of like tenor and date, set their hands and seals the day and year first above written.

[Acknowledgment.]

STATEMENT OF EMIL NEY TO THE UNITED STATES CONGRESSIONAL COMMITTEE SITTING IN HONOLULU TO INQUIRE INTO THE PUBLIC AFFAIRS OF THE TERRITORY OF HAWAII.

I, Emil Ney, jailer at Hilo jail during the months of June and July last past, do make the following statement voluntarily and without duress, deeming it in the best interests of the civilized people of this territory so to do.

The administration of those having charge of the Hilo jail during my incumbency was the very worst that can be imagined, in that tyranny, injustice, and brutality were the chief factors and stock-in-trade of those having in custody, under the law, their fellow-men.

During most of the time I was on duty at the jail there were from forty to sixty prisoners incarcerated. They were confined at night in nine small cells, with nothing under them but the floor and a blanket for covering. The ventilation of the cells is very poor, and the stench arising from the sweltering bodies of the inmates was almost unbearable.

It is the custom for the prisoners to work in chain gangs on the roads and to preclude any possibility of their escaping while at their work they have heavy balls and chains of steel riveted about their ankles. At night, as it is impossible to remove the shackles, the prisoners are compelled to sleep with them on.

On requisition from the heads of departments of the city government these prisoners are farmed out, and have been known to do private work of the sheriff of Hawaii on his private grounds.

Within the jail inclosure vegetables and bananas are raised and every other day during my incumbency 32 pounds of fresh beef were supplied for the prisoners. Not one time while I was there did any of this food used in the prison, but I verily believe and declare to be a fact that this was sold for the benefit of the head jailer. I further declare that while I was at the jail three sons of the said jailer, being in the government employ, received their daily meals from the jail at government expense.

The above facts are a few of the glaring irregularities which I bring before the notice of your honorable body, and I verily believe and state that the reason these matters have not been aired before the grand jury of Hilo or the papers of that city is because of the influence which the members of the inquisitorial body and of the present Sheriff Andrews, who is commonly known as the "Czar of Hilo,"

EMIL

HAWAII, OAHU, HAWAII
September 17.

To the honorable UNITED STATES SENATE COMMISSION,
Honolulu, Hawaii

GENTLEMEN: I inclose herewith letter taken from the Evening Bulletin of the 16th instant and signed by "Mechanic." As to who "Mechanic" is I have no idea, but his remarks so closely correspond with my view of the labor situation that I feel justified in calling your attention to them. I realize that it is not the province of your commission or Congress, under present treaty regulations, to prevent Japanese from coming to these islands, but I do believe that it is necessary to force the plantations into an action favorable to citizens. To grant restricted immigration to the plantations without first protecting American labor would mean that the plantations would be provided with another class to use against the Japanese and still reduce wages and run the American laborer entirely from the islands. What the plantations want the Chinese for is to be able to command a class they can handle in suppressing the

mands, and to-day the only reason we have any American labor on the plantations, outside of professional, is that the plantations dare not trust themselves entirely in the hands of the Japanese.

If the plantations find they can not secure Chinese labor without first making concession to American labor, they will, in my opinion, make the concession. The Japanese laborer is "a thorn in the flesh" of the plantations, inasmuch as they can not keep them from making constant demands for advancement. The Chinese laborers would place the plantations in a position where they could dictate to the Japanese, and if necessary, exclude Japanese in favor of Chinese. To-day there is no lack of numbers on these islands to perform all labor, merely that the class of labor can not be compelled to work where needed.

So confident am I that I appreciate the situation and can see the way out of it that I believe the matter at this time rests entirely in your hands. I am convinced that the present leaders in Hawaii are in turn convinced that the time is at hand when the power of government must pass into the hands of the people. This they so far have thwarted by keeping the voting population as low as they could, in numbers. Feeling they can no longer hold the power of government at their backs, they must of necessity protect their interests against unfavorable legislation by making a concession. A very short time since one could not even suggest restricted Chinese immigration without meeting opposition from the Planters' Association; now they are asking for restricted immigration. I believe that the matter rests with your commission in this way. If the planters find that they can not secure assistance of the commission in securing Chinese labor, unless they first protect American labor, I believe they will not be slow in placing their demands in that form. If the citizen labor of these islands is protected against the Asiatic in the matter of skilled labor, I believe the entire difficulty would be settled at once. I, however, do not believe in granting any concession to the plantations unless it is made in such a manner as to render it out of the question for them to fail to comply with their part of the agreement. Much of our local trouble results from the too general use of the word "may" by Congress, instead of the word "must." Had Congress made it compulsory that we have county and municipal government, I believe that to-day everything in Hawaii would have been working harmoniously; we would have money in our treasury, the feeling between the whites and Hawaiians would have passed away, and we would not to-day be flooded with oriental laborers in every walk in life.

Also, it is not a question if the American can work in our cane fields, but rather, is it possible to open the way so that our skilled labor can have the right to work on our plantations without first having to reduce himself to the level of the Asiatic. The question as to whether the white man can stand the work of the fields is a matter as yet only of opinion, and will in time adjust itself. The future will demonstrate his ability and ability. The right to work where there is now no question as to ability is the point we have to settle.

Please accept my thanks for the very kind consideration shown me by the commission. I have at my command a considerable quantity of notes and statistics bearing on these islands and present conditions which are at your command. I am also familiar with many of the plantations, especially of this island, and should your commission decide to make a tour of inspection, I shall esteem it a very great privilege to

go with and point out to you some of the conditions which other might be kept from your observation. The commission will be paid at no expense for any service I may be able to render. Personally I believe that a satisfactory solution of this question is the only one that will justify my making a home on these islands, as if the present conditions continue, even the professions will not be able to exist.

Yours, very respectfully,

E. TAPPAN TANNATT,
Civil and Electrical Engineer

MECHANIC LABOR VIEW.

EDITOR EVENING BULLETIN: In regard to the labor conditions on the plantations, it is a known fact that the plantations must have cheap labor or they can not keep on a paying basis. The editor of the P. C. A. says the whites and Hawaiians do not protest with me. I beg to differ. They do.

But they are willing to sign a proposition to allow the plantations to have all the Chinese, but not Japanese, they want for plantation work, on the condition that the plantations will discharge all unskilled labor, such as blacksmiths, carpenters, engineers of all kinds, sugar boilers, painters, and all other skilled labor, and employ only Hawaiians or whites for such work. By so doing they can get from 5,000 to 10,000 to sign such a proposition. Otherwise there are just so many sign against it.

As to the labor unions on the Coast, when they see that the labor is protected I do not think they will make any protest. They will know that the mechanics on these islands know best what is wanted.

If a law is passed at Washington allowing Chinese to come to the Coast there be a clause put in it so that if a plantation does employ unskilled labor they will be liable to a fine of not less than \$500 and more than \$500 for each offense.

As to the Chinese going to the Coast, that can be stopped right off by imposing a fine upon any captain who attempts to take them. Chinese should not be allowed to remain on these islands unless they work on a rice or sugar plantation.

Sir, I am,

MECHANIC

HONOLULU, *September 16, 1902.*

HONOLULU, HAWAII, *September 25, 1902.*
Hons. JOHN H. MITCHELL, J. R. BURTON, and A. G. FOSTER
Subcommittee of Senate Committee
on Pacific Islands and Porto Rico.

SIRS: Complaining of Governor Dole's attitude toward the Hawaiian people, and in support of the charge that he is not in harmony with intelligent self-government by the people of the Territory, it is respectfully submitted that at the last session of the legislature, in suggesting to said legislature matters that might be considered

ancement of the material interests of the Territory and proper legislation that should be enacted, he constantly opposed and thwarted such bills and held defiantly aloof from the legislature and its committees. Instead of assisting the legislature by recommendation and mutual conference, as is customary elsewhere, he arrogantly declined the overtures made to him, leaving the Hawaiians, in the novel position of legislating for the first time, to their own devices with an implied and even an actual threat that the errors and delinquencies on their part, and measures that might not meet his approval, would not only be condemned and visited with arbitrary veto, but be taken advantage of for the purpose of creating the belief in the minds of members of Congress, the Chief Executive of the United States, and their American fellow-citizens generally that the Hawaiians were incapable of self-government and unworthy even of the franchise which had been given them.

In support of this, and for the sake of brevity, curtailing the general attitude of the governor, generally understood, though difficult specifically to point out, one instance is hereby offered which, it is respectfully suggested, is indicative of the general course maintained by the executive toward a legislature making its first effort in the line of public service, as to which I will make an oral statement.

Respectfully,

GEORGE MARKHAM.

WAILUKU, MAUI, HAWAII, *September 18, 1902.*

Hon. JOHN H. MITCHELL,

Chairman Subcommittee of the

Senate Committee on Pacific Islands, etc.

SIR: In support of certain oral testimony given before your honorable commission in that behalf, we, the undersigned attorneys of the supreme court of this Territory and residents of the island of Maui, Territory of Hawaii, complain of John W. Kalua, circuit judge of the second judicial circuit of the said Territory, which said circuit includes the islands of Maui, Molokai, Lanai, and Kahoolawe, and for cause of complaint against said judge charge and allege as follows:

I. That the said John W. Kalua was, on or about the 1st day of June, 1902, appointed judge of the second circuit court of the Territory of Hawaii by the President, and ever since said date has been and now is duly appointed, qualified, and acting judge thereof.

II. That the said John W. Kalua, while occupying the office of judge, and in his capacity as such, has been guilty of gross malfeasance in office and has committed divers unscrupulous, dishonest, and improper acts, among which may be cited the following:

(a) That one B. N. Kaula was committed by the district magistrate of the district of Wailuku, Maui, to appear before the circuit court, second circuit, at the December, 1900, term thereof, upon a charge of assault with a weapon eminently and obviously dangerous to life, to wit, an ax, upon the person of his wife, Mrs. Kaula; and that while occupying the office of judge and knowing that the said Kaula would be brought before his court for trial, the said John W. Kalua visited the said B. N. Kaula while confined in the public prison at Wailuku, awaiting trial at the convening of the said circuit court, and there held

a private interview and conversation with the said Kaula in the yard, and your complainants are informed and believe and there allege that the said John W. Kalua did at that time wantonly and corruptly promise and agree to and with the said Kaula that if he said Kaula, would plead guilty of said charge before said circuit court that he, the said John W. Kalua, as judge aforesaid, would mitigate and lessen the sentence which might otherwise be imposed against that thereafter and to wit, on the 11th day of December, 1900, said Kaula was arraigned for trial on said charge before the said John W. Kalua as judge aforesaid; that the said Kaula did then plead guilty of said charge and was by said judge fined the nominal sum of \$25 and that for the services thus rendered him by the said John W. Kalua the said Kaula did three days later, to wit, on the 14th day of December, 1900, make, execute, and deliver unto Polly Kalua, wife of the said John W. Kalua, a deed to certain real property owned by the said Kaula in Wailuku of the probable value of \$200, a translated copy of said deed being attached hereto, marked "Exhibit A," and made hereof.

(b) That one Manuel Coelho was committed by the district court of Makawao, Maui, to appear before said circuit court on a charge of larceny in the second degree, and your petitioners complainants are informed and believe, and therefore allege, that the said Manuel Coelho, while awaiting the convening of the said court before which his trial was to be had, to wit, the June, 1901, term of said court, did approach the said John W. Kalua and did there enter into a private agreement with him concerning the disposition of said charge, and that the said John W. Kalua did then and while acting as judge as aforesaid, corruptly and in wanton disregard of his oath of office, promise and agree to and with the said Manuel Coelho that should the said Coelho be convicted before said court he, the said judge, would, in passing sentence, reduce the same to a nominal punishment; that in pursuance of this preconcerted arrangement the said Manuel Coelho did, on the 17th day of June, 1901, come before the said John W. Kalua as judge aforesaid, pleaded guilty of said charge, and was then by said judge fined the nominal sum of \$25.

(c) That in order to dispel any possible conclusion that the impossibly small fines might have been actuated by the leniency of the said judge, we further allege that at the said June, 1901, term of said circuit court (and being the same term at which said Coelho was fined) one Fred Wood, a negro from the State of Florida, was arraigned thereon and pleaded guilty to a charge of grand larceny, wherein the said Wood had entered a store in the night and stolen therefrom about \$900, but without any apparent intent or desire to do bodily harm to anyone, and this crime being the said Wood's first breach of the law of this country, the said Wood was, on said plea, by the said John W. Kalua, as judge aforesaid, sentenced to imprisonment at hard labor for the term of his natural life.

(d) That the said John W. Kalua, while occupying said office as judge, has frequently come upon the bench under the influence of liquor and so intoxicated as to be utterly unfit to perform the duties of his said office. That during the June, 1901, term of said court, and also at the June, 1902, term thereof, the said John W. Kalua, while presiding over said court, was often so stupefied

refuse of intoxicants as to be entirely ignorant of much of the proceedings had before him. That on the 24th day of October, 1901, the said John W. Kalua, as judge aforesaid, held court for the purpose of passing upon certain matters coming before his court, and at that time he was drunk and an utter disgrace to the honorable office he occupies. The foregoing allegation is supported by the affidavit of W. F. Hogue, which is attached hereto, marked "Exhibit B," and made a part hereof.

(c) That the said John W. Kalua is neither qualified nor competent to hold the office of judge of a court of record; that his decisions are usually prepared by some third person, and his instructions are, in nearly all cases, drawn up and prepared in toto by some inferior court official. And even in cases where the said judge has no reason to be otherwise than fair, his knowledge of law is so deficient as to woefully jeopardize the rights of litigants.

(d) That, as a reflex of the general opinion of Judge Kalua held by the intelligent people of this island, we beg to submit herewith a copy of the Maui News, dated December 21, 1901, and containing an article dealing with Judge Kalua, which said paper is marked "Exhibit C," attached hereto, and made a part hereof.

(e) And as a further evidence of the culpability of said John W. Kalua we beg to submit herewith a copy of a sworn complaint now of record in the office of the clerk of this circuit court, filed against said John W. Kalua while he was occupying the position of circuit judge of this second circuit under the laws of the republic of Hawaii, and which said complaint remains to this day on record wholly undenied. Said complaint is marked "Exhibit D," attached hereto, and made a part hereof.

Without the least malice toward Judge Kalua and regretting beyond measure that it has become necessary for us to prefer these charges against one with whom we are necessarily so closely associated, yet we feel that the limit of forbearance has been reached, and that it has become our duty to the people of this judicial circuit to ask your honorable commission, upon your return to Washington, to place these charges before the President and recommend the immediate removal of Judge Kalua from the office which he has too long disgraced.

Very respectfully,

JAMES L. COKE.
A. N. S. KEPOIKAI.
G. B. ROBERTSON.

TERRITORY OF HAWAII,

Island of Maui, ss:

I, James L. Coke, being first duly sworn, depose and say that I am one of the parties who signed the foregoing complaint and petition; that I know the contents of said complaint and petition, and that the same are true of my own knowledge, except as to those matters and things which are alleged upon information and belief, and as to those matters I believe them to be true.

JAMES L. COKE.

Subscribed and sworn to before me this 19th day of September, 1902.

SEAL.]

JAS. N. K. KEOLA,

Notary Public, Second Judicial Circuit, Territory of Hawaii.

EXHIBIT A.

Know all men by these presents that I, B. N. Kaula (k), of Wailuku, Maui, Territory of Hawaii, in consideration of the sum of \$100, paid by Polly Kalua, wife of Hon. J. W. Kalua, of said Wailuku, receipt whereof is hereby acknowledged, have bargained, sold, released unto the said Polly Kalua, her heirs and assigns, all my right and title in law and equity in all that parcel of land situate at Kailua, Wailuku, Maui, aforesaid, and described in L. C. A. 2420, and containing 0.65 acres, being the same land conveyed by Laea (w), my wife, who died intestate, by deed recorded in the office of registrar of conveyances at Honolulu, island of Oahu, Territory of Hawaii, afore- in liber 109, pages 95-96.

To have and to hold the said premises with all and singular appurtenances thereunto belonging and everything on said land unto the said Polly Kalua and her heirs and assigns forever.

And I, for myself, my heirs, executors, and administrators hereby covenant unto the said Polly Kalua that I am lawfully in the premises hereby conveyed; that the said premises are free and clear from all incumbrances; that I have good right to convey the same; and that I, my executors and administrators, will warrant and defend the title to the said premises against the lawful claim and demands of all persons whomsoever.

And I, Haliaka Moaikeahi (w), wife of said B. N. Kaula (k), in consideration aforesaid, do hereby grant, convey, and release unto the said Polly Kalua all my right and title in law and equity in the title and interest as said wife in the above granted premises, unto the said Polly Kalua and her heirs and assigns forever.

In witness whereof the said B. N. Kaula and Haliaka Moaikeahi, his wife, have hereunto set their hands and seals this 14th day of December, A. D. 1900, at said Wailuku.

B. N. KAULA
H. MOAIKEAHI

In presence of —
JAS. N. K. KEOLA.

TERRITORY OF HAWAII, *Island of Maui*, ss:

On this 14th day of December, A. D. 1900, personally appeared before me, J. N. K. Keola, Notary Public, Second Judicial Circuit, the said B. N. Kaula (k) and Haliaka Moaikeahi (w), his wife, to me known and known to me to be the persons described in and who executed the foregoing instrument, who severally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein set forth. And the said Haliaka Moaikeahi (w), on examination by me separate and apart from her said husband, acknowledged that she had executed the same freely without fear or compulsion of her said husband.

[SEAL.]

JAS. N. K. KEOLA
Notary Public, Second Judicial Circuit

EXHIBIT B.

TERRITORY OF HAWAII, *Island of Maui*, ss:

I, W. F. Pogue, of Nahiku, island of Maui, Territory of Hawaii, being first duly sworn, depose and say that during the month of December, A. D. 1901, I was manager of the Kihei Plantation Company.

corporation doing business at Kihei, Maui; that on the 24th day of October, 1901, I attended the sitting of the second circuit court, Territory of Hawaii, at Wailuku, Maui, at which John W. Kalua, judge of said court, presided, for the purpose of passing upon certain motions in the actions of the Hawaiian Commercial and Sugar Company and the Kihei Plantation Company against Kawaipimaka; that at that time the said John W. Kalua came upon the bench intoxicated, and so under the influence of liquor as to be entirely unfit to intelligently perform the functions of his said office, and that his demeanor at the time was insulting and disgraceful.

W. F. POGUE.

Subscribed and sworn to before me this 8th day of February, 1902.

[SEAL]

N. E. LEMMON, *Notary Public*.

EXHIBIT C.

KALUA MUST GO.

[From the Maui News.]

It has been the fixed policy of the News to avoid attacking private individuals, and there is no disposition to overstep that policy now.

But individuals who occupy public positions are subject to public criticism for their official acts, and the News would be remiss in its duties to the public if it should fail to voice public sentiment in those cases where a public official is derelict in his duties or so conducts himself as to unfit himself for the proper performance of his official duties.

Judge John W. Kalua must go. The News, in taking up this fight, does so deliberately and after mature consideration of the responsibility which it is assuming as well as the probable results. "Thrice armed is he who hath his quarrel just," and this paper will continue the fight until either Judge Kalua voluntarily steps down from the bench which he has disgraced, or until the toe of the Presidential boot is effectually applied.

To those who are intimately acquainted with the public career of Judge Kalua for the past few years no specification of charges is needed, because his derelictions are well known and are threadbare subjects of discussion.

But definite charges will be published by this paper if Judge Kalua refuses to listen to its advice and to an almost universal sentiment of condemnation among the people of Maui and refuses to resign the judgeship of the second circuit.

To those who are not familiar with the facts in the case it may be suggested that drunkenness in public, on the streets, in the church, on the bench, and at other places almost too sacred to mention will be among the charges officially preferred. Intimate and confidential conversations between himself and prisoners who were afterwards to be tried before him, and promises made by him to them which they afterwards inadvertently revealed to others—and which promises were afterwards scrupulously performed by him on the bench—will be inquired into, and the hidden motive for such promises, if any, will be dug up and brought to light.

His ignorance of law and his inefficient, not to say corrupt, administration of it, the fact that his charges to grand juries and his instructions to petit juries have to be prepared by his subordinate officials, is a charge which he will, if he persists in refusing to resign, be called upon to answer officially.

Other grave charges will also be preferred against him if he can avoid an investigation of them, but the present object of the News is not to give him a mild intimation in a friendly way that his resignation from the judgeship of the second judicial circuit would be considered an inestimable boon to the justice-loving people of Maui.

It will avail Judge Kalua nothing to claim that the present attack is inspired against him simply because he is a poor Kanaka—a claim which he recently made—and Hawaiians themselves are warned against the pleas made by him. It is not because he is Hawaiian, but rather because he is a disgrace to the position he fills, that his resignation is demanded, and none will appreciate this fact so keenly as the Hawaiians of Maui, who are thoroughly conversant with Judge Kalua and his methods.

EXHIBIT D.

In the circuit court of the second circuit, Hawaiian Islands,
term, 1900.

S. KAHALE, PLAINTIFF, v. J. W. KALUA, DEFENDANT.

Action at law to recover money.—Plaintiff's complaint.

To the honorable J. W. Kalua, judge of the circuit court of the second circuit, Hawaiian Islands:

The undersigned, S. Kahale, the plaintiff above named, comes in and sues the defendant, J. W. Kalua, the above-named defendant, and, for cause of action, alleges—

That both plaintiff and defendant are Hawaiians by birth and are residents of Wailuku, Maui.

That on or about the 1st day of January, 1889, the said defendant, while acting as the agent and attorney of plaintiff, did represent to plaintiff that he, defendant, could secure for plaintiff the loan of \$10,000 from one W. R. Castle, then of Honolulu, Hawaii, upon plaintiff delivering to said Castle an indenture of mortgage upon certain lands in Wailuku aforesaid, then owned by plaintiff, to secure the payment of said loan.

That thereafter, and on or about the 17th day of January, 1889, plaintiff did make and execute the mortgage aforesaid, a certain N. Lowrey being the mortgagee therein named, and plaintiff did at that time deliver the said mortgage to defendant as plaintiff's agent aforesaid, to be delivered by defendant to said W. R. Castle, then of Honolulu, Hawaii, as mortgagee of said mortgage.

That thereafter, and on or about the 25th day of January, 1889, defendant did deliver to said Castle the mortgage aforesaid, and defendant did then and there receive from said Castle the sum of \$10,000, the same being the consideration money for said mortgage.

That in receiving the money aforesaid defendant was acting as the agent, employee, bailee, and trustee of an express trust of the said plaintiff.

That plaintiff after said date often requested said money of defendant, but defendant always represented to plaintiff that he, defendant, had not yet received said money from said Castle; but plaintiff alleges and says that said representations were and are false and fraudulent, and were made for the purpose of cheating, swindling, and defrauding his plaintiff out of his property.

That plaintiff has never received said \$150 or any part thereof, although said mortgage was enforced against plaintiff, and that his property has been sold to pay the same.

And plaintiff further says and alleges that defendant, after having received said money from said Castle, the exact date being unknown to plaintiff, did purloin, embezzle, and corruptly take and convert to his, defendant's, own use the said \$150, the property of this plaintiff.

That the said \$150 with interest is still due, owing, and payable from defendant to plaintiff.

Wherefore plaintiff prays the process of this court to cite the said defendant to appear and answer this complaint before a jury of the country at the June, 1900, term of this court, unless sooner disposed of by judicial authority, and that plaintiff may have judgment against defendant for the sum of \$150, together with interest thereon and for his costs in this proceeding.

S. KAHALE, *Plaintiff*.

HONS & COKE and RICHARDSON,
Attorneys for Plaintiff.

HAWAIIAN ISLANDS, *Island of Maui*, ss:

I, S. Kahale, being first duly sworn, depose and say that I am the plaintiff above named, that I know the contents of the foregoing complaint and that the same are true.

S. KAHALE.

Subscribed and sworn to before me this 12th day of March, 1900.

[NOTARIAL SEAL.]

GEO. HONS, *Notary Public*.

CITIZENS' MEMORIAL.

Memorial of the citizens of Hilo, Hawaii, praying for the enactment of legislation by Congress for the improvement of Hilo and the development of the island of Hawaii.

HILO, HAWAII, *September 17, 1902.*

To the honorable subcommittee of the Senate Committee on Pacific Islands and Porto Rico:

Your memorialists, the undersigned committee, appointed at a meeting of citizens held at Hilo, island and Territory of Hawaii, September 15, 1902, beg to respectfully represent:

The island of Hawaii, popularly called the "Big island," is the largest island of the Hawaiian group. It has an area of 4,210 square miles and contains about 2,000,000 acres. The largest city and prin-

principal port of Hawaii is the port of Hilo, situated on Hilo Bay, on windward side of the island. With the exception of Pearl Harbor, the Bay of Hilo affords the largest natural harbor in the Hawaiian Islands, having an area of 1,500 acres and an available wharf frontage of 7,000 feet, or nearly a mile and a half in extent.

BREAKWATER.

The peculiar formation of the bay, with a submerged reef of rock extending from the shore a mile toward the entrance of the harbor, furnishes a natural haven for storm-bound vessels. Unfortunately, however, the high winds sweeping over the reef break the sea into heavy swells, and an otherwise calm harbor is transformed into a heavy and tempestuous basin. A breakwater extending out over this reef for three-quarters of a mile or more would stop the heavy flow of the sea and protect from damage the shipping and wharfage property within the harbor.

Several Government surveys, and especially that made in 1901 by the United States Coast and Geodetic Survey (Chart No. 4103), demonstrated the feasibility of the construction of such a breakwater at minimum cost to the National Government and with incalculable benefit to Hilo and the island of Hawaii. Until the bay can be properly protected by a substantial breakwater, it is almost useless to attempt to construct permanent piers or docks for deep-draft vessels. At present the port of Hilo has only one small wharf for the use of inter-island steamers, and an old abandoned government wharf. Heavy-draft vessels therefore are required to anchor in deep water in the bay and to handle every ton of freight loaded or discharged by means of scows and lighters between the ship and shore. In very rough weather the work of lading or discharging vessels must be abandoned. The construction of extensive docks and wharfs along the water front is now awaiting the building by the National Government of a protecting breakwater without which the shipping and wharfage property are at the mercy of the elements.

SHIPPING INTERESTS.

The number of vessels discharging and loading import and export freight at this port is about 90 to 100 per annum, aggregating some 120,000 tons, upon which there is a lighterage of 50 cents per ton each way between ship and shore, under existing conditions. Last season's crop of sugar for the entire Territory aggregated 360,038 tons, while the yield for the island of Hawaii alone amounted to 134,618 tons, or 38 per cent of the whole output. Owing to the establishment of two gigantic sugar plantations in the vicinity of Hilo, which have just come into bearing within the last year, the prospect for a large output from this island, is very much increased. Almost the entire sugar production from this island finds an outlet through the harbor of Hilo, and this amount will be greatly increased by the construction of the proposed lines of railroad and the further development of the sugar plantations and the contiguous territory, which is now practically inaccessible.

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government and available for Federal purposes, as shown on a plat of the business portion of Hilo, herewith presented. The leases under which these lands are held by private parties will shortly expire, the dates of expiration being fully set forth on the plat referred to.

CITY AND DISTRICT OF HILO.

The population of the city and district of Hilo is approximately 14,000, and promises in time to become the city of largest commercial importance within the group. Hilo is the terminal for two railroads running into the interior, one of which, 42 miles in length, is in active operation, and the other, of 120 miles, is a projected enterprise having a very promising outlook for its early completion. The lines of road will tap nearly every sugar plantation of the Island, whose inward and outward freight must necessarily be handled at Hilo. The assessed value of real estate and personal property in the district of Hilo in 1897 amounted to \$5,460,631, and for the year 1901 amounted to \$10,281,480, showing an increase in five years of \$4,420,849. For the entire island of Hawaii the assessed value of real estate and personal property for 1897 amounted to \$13,500,000 and for 1901 to \$25,377,151.

QUARANTINE STATION.

In view of the exposure of the Hawaiian Islands to infectious and contagious diseases from Asiatic ports, the necessity for a strict quarantine, when the occasion demands it, is apparent. Owing to the generally healthy condition and climate of Hilo and the island of Hawaii we are particularly free from epidemics. But occasions arise, as in the case of the bubonic plague in Honolulu, when it is imperative that it be important for the enforcement of strict quarantine measures at the port of Hilo. Should such an exigency occur, Hilo is wholly inadequate as a quarantine station or equipment to adequately deal with the emergency, and the establishment of a United States quarantine station is a necessary precautionary measure.

REVISION OF THE LAND LAWS.

There should be a thorough investigation and revision of the laws of Hawaii suitable to our needs and conditions which will result in the greatest benefit to the small farmer and home owner. In remodeling the land laws of Hawaii along American lines, the chief object should be to encourage the settlement and cultivation of the lands by small holders in a diversity of pursuits. (See United States Consular Report, 1889.)

PROTECTION TO COFFEE INDUSTRY.

As has previously been called to the attention of your commission, the ruin or prosperity of Hawaii is dependent upon the rise or fall of sugar, and under present conditions the commercial existence of these islands depends mainly upon sugar. There are other industries, notably the growing of coffee, bananas, and rice, which have attracted considerable attention. Owing to the low price of coffee, the

years we purchased of Brazil \$1,500,000,000 worth of her products and sold to her only about \$250,000,000 worth of American products, leaving a balance of trade in her favor of the enormous sum of \$1,250,000,000 gold. Yet Brazil discriminates against us to-day. She charges a higher duty on flour when it comes from the United States than when it comes from the Argentine Republic. She does this in return for a reduction of duties by the Argentine Republic on Brazilian coffee, whereas we admit that coffee free of duty. And the United States imported from Brazil \$66,643,347 value in products more than the Brazilian importations by the Argentine Republic. This only illustrates to what unjust discriminations the United States submits in permitting Brazilian coffee free of duty into the United States.

The same condition of affairs exists with reference to our trade relations between the United States and all the South and Central American coffee-producing countries. The cultivation of coffee in these islands is in its infancy, and so long as our product has to compete with the cheap coffees admitted free into the United States from countries where contract-labor laws, trades unions, and laws against slavery and the use of convicts are not enforced, this industry will be retarded in its growth and commercial success.

I forgot to mention that it is a fact that South and Central American coffee-producing countries charge on all coffee exports an export duty of \$2.25 (in gold) per cental (110 pounds), which duty, naturally, the United States pays.

My views regarding the future welfare of this industry, naturally meaning the future welfare of our Territory, are shared by all American citizens, and I trust that these claims for recognition will bear fruit.

Yours, respectfully,

ABRAHAM L. LOUISSON.

HILO, HAWAII, *September 18, 1902.*

MEMORIAL ON REVISION OF THE HAWAIIAN LAND LAWS.

To the Subcommittee of the Senate Committee on the Pacific Islands and Porto Rico:

The views hereinafter expressed have already, in part, been presented at different times, and to other officials and branches of the Federal Government, also to the Hon. H. M. Sewall, late United States minister and commissioner during the interregnum antedating the actual operation of the organic act. The conditions that then existed exist to-day only more emphasized.

I have, then, the honor to suggest that a closer investigation of the methods used in the administration of Hawaii Territorial land matters will disclose the existence of a state of affairs which it is difficult to conceive from an American standpoint, and one which, if not speedily checked either by local legislation or an entire radical change through congressional legislation, transferring their control and disposition to a Federal branch, may leave but the empty husk to be legislated for.

Not least among the many causes for the uneasiness and dissatisfaction existing in the public mind of this Territory at the present day is the general disregard or nullification by the Territorial land officials of

the provisions and requirements of the so-called public-land act of 1895, a creation of the present governor. As a matter of fact, it has been most difficult to obtain any information. The self-styled "Executive Council" occasionally permits a few grains of information of its doings to sift through between the chinks of its closed doors; otherwise no publicity is given to its proceedings, which adds another malodorous element to an un-American phase of public administration. In relation to land matters a certain secrecy has been observed, both by the department and the Territorial executive, with the result that thousands of acres of the most valuable agricultural public lands of the Territory have been allotted or alienated since the adjournment of the late legislature in July, 1901—in some instances to irresponsible applicants, while in others a proper exercise of judgment looking toward protection of the public rights and the public welfare should have resulted in throwing the applications into the waste basket. An inevitable result of these high-handed proceedings has been one of deep indignation against an executive either too weak to resist or too willing to acquiesce in the betrayal of a public trust. In no instance has a knowledge of the locality, or individuals seeking lands in the same, been of the slightest avail in deferring or averting these results, for, as stated, the public has invariably been denied information until too late for remedial action or protest, and then only the bare facts. Furthermore, requests for access to public records for information on passed land transactions have been denied in the face of remonstrances that such refusal would be appealed from to the Federal authorities.

Referring to the Dole land act of 1895, the provisions applying to the acquisition of public lands under the form of settlement associations appear to have found the most favor with the dispensing of the same, and the records of the land office will show that large blocks of land have been gerrymandered under this anomalous feature. These settlements or associations may or may not have been effected for the purpose of evading the requirements—in the former event a matter is all difficult when the mutuality of interests or the force of "pull" or influence, or even the cool insolence of disregard to the law, render such violations to be carried on with impunity.

In this connection a reference to the records will indicate (1) that the executive council has ratified the setting apart of valuable agricultural tracts in large amounts, under the provisions for settlement associations; (2) that in many instances the allotments were made to parties who should have been considered ineligible; (3) that in many instances where the applications were bona fide they were denied; (4) that in two instances at least allotments were ratified in violation of the law. In the first case, the principal applicant was a close personal friend of the land commissioner; in the second case, the brother-in-law to one of the subagents, employing as the surveyor the successful applicant for the first-mentioned tract. In no single instance was the public cognizant of these projected moves until full consummation had been effected. In the majority of cases these settlement associations have gobbled up the rich agricultural Olaa tract, of which the Olaa Association forms a part. In not a single instance has the residence requirement been observed, nor do the land officials appear to have insisted on a compliance with the same.

Among the numerous reasons assigned by the Territorial administration as making it expedient to maintain the existing land laws in preference to the American statutes is the specious one that under the operation of the latter the supply would rapidly become exhausted—statement inconsistent with the facts when viewed in the light of the wholesale alienation of the public lands effected since the passage of the organic act, whether in response to the greedy calls of the sugar interests on the one hand or of scheming speculators or irresponsible applicants, of whatever race or nationality, on the other.

The statement has been made before your honorable body by the present commissioner of public lands that no transfers or leases of government tracts have been effected except in such localities where the conditions for small holdings were unfavorable by reason of inaccessibility or otherwise. A mere superficial investigation, however, will prove this statement to be false and misleading. As a matter of fact, the records will show that bona fide applications have been pigeonholed or sidetracked, the impression conveyed to the public being one of collusion on the part of the Territorial officials with certain moneyed interests. The frequency, also, with which large blocks of the public lands have of late been set apart by the Territorial administration at the suggestion of the planting interests, as so-called water conservation or forest preservation tracts, and in some instances, when the leases have but a short period to run before expiration, lands now leased to the plantations at ridiculously low rates, remaining uncultivated and unproductive, though capable of the highest agricultural development, which in every respect are desirable for the purposes of settlement, places the Territorial administration in the odious light of insincerity in its professions and of seeking to further the growth of plutocratic interests and influence, while shutting out the intelligent and industrious American white farmer, whose brain and brawn have helped to make our country the most powerful and the most prosperous country on the face of the earth, but who, in Hawaii, finds confronting him the adverse conditions of a hostile, un-American administration, friendly only to the perpetuation of an Asiatic civilization.

The ax of the pioneer may not resound through the depths of the tropical jungle for fear that the felling of the forest may disturb the normal ratio of rainfall; on the other hand, the interests adjacent, separated from the former only by natural water courses, fringed and clothed from top to bottom with dense foliage that arrests evaporation, may denude the properties held by them, either in fee or under lease from the Territory, with impunity, inasmuch as some mysterious natural phenomenon gravitating only to themselves maintains the water status. The result is that the intending settler, whether newcomer or resident, finds himself without the pale, unable to locate on the really desirable tracts, these tid bits being reserved from occupation. Seeking employment elsewhere, he finds himself assailed at every turn by the universality of Asiaticism covering every branch and avenue of labor and usefulness, and slowly, but nevertheless insidiously, and surely undermining Caucasian forms, American principles, the genius of liberty and equality, with the foulness of its own institutions.

Then is the local administration directly responsible for this cancerous sore in the midst of the body politic. Viewed even in the light of

the statutes which it desires to perpetuate, it has been derelict in administering those statutes. Instead of applying those laws in a broad and liberal spirit which, by providing cheap homes for many, conduces so much toward the uplifting of a nation's welfare, it has prostituted its powers in the direction of favoritism, in fostering a plutocratic element beyond the just recognition that any leading industry might reasonably be expected to receive, in itself violating the spirit of the statutes as already indicated, whatever shallow reasons of justification it may advance in defense of its methods to the contrary, and until it can fully and satisfactorily explain its many acts of illegality: (1) of ratifying the wholesale assignment of public land to so-called settlement associations with members of dubious financial credit, or of (2) not compelling them to conform to the requirements called for; (3) in denying the same opportunities to others far more deserving and able to carry out the conditions; (4) in declining to open up desirable tracts of lands applied for by responsible citizens, insisting upon reserving as forest reservations or water conservation tracts localities eminently suitable for homesteads and small holdings on the mere representations of interested parties already holding large blocks of public lands at ludicrously low rentals in which the theory of water conservation takes no part; (5) in permitting unrestricted transfers and assignments of interests in holdings when the purpose of such transfer was clearly one of profit or barter; (6) in permitting subagents or other officials to openly speculate in such propositions in virtue of their official prominence; (7) in permitting those officials to hold back land patents long after the final payments had been made; (8) in putting upon the market large blocks of land in one unbroken tract, concealing the true nature thereof, under the conditions of right of purchase lease; (9) in foolish and profligate waste of the public moneys, by sending forward to Washington its commissioner of public lands to instruct the President of the United States, as well as its Senate and House of Representatives, in their respective public duties, with especial reference to the proper administration of Territorial public lands, and many other evidences of official incompetency and hostility toward American methods.

The senseless, fatuous resistance of the Territorial executive, the commissioner being merely the figurehead, to the incorporation and adoption of our own liberal Federal statutes can be viewed by a disinterested outsider only as the final effort to prolong an oligarchic condition that must eventually be eliminated. The same forces that sought the extinction of national sovereignty in Hawaii, and its replacement by American institutions, exerted the most stupendous efforts to force upon the Congress of the United States the adoption of a colonial system which might maintain intact their power and privileges; not that those efforts were animated by veneration for our glorious old flag and its associations, but that the dominating motive was one of commercialism. The anomalous condition of a small coterie grasping and retaining the reins of government while disfranchising the son of the soil was here presented, an oligarchy rendered possible by a commercial reign of terror, against whose influences and ramifications the liberty-loving citizen was powerless. Gradually, however, has this octopus clutch become loosened, as the spirit of American institutions came marching on, and now the Hawaiian American claims with his white brother that in this, almost the last citadel of oligarchy

For, a land law framed for the perpetuation of oligarchic principles, shall be let down and American ideas prevail.

The Territorial administration claims this to be inexpedient. It is, in the first place, that it is impracticable to adopt the rectangular mode of public land subdivision under the geographical or topographical conditions here prevailing. For the information of the Territorial executive, reference is here made to sections 2408-2410 of the Revised Statutes, which empower the Secretary of the Interior to depart from the rectangular mode of survey should he deem the same desirable or to promote the public interest. These sections were enacted for the better subdivision of the public lands of Oregon, California, and Nevada. Section 2410, with a slight amendment incorporating the words "Territory of Hawaii," could be made applicable here. Furthermore, this same section fixes a maximum of 160 acres and a minimum of 40 acres as a limit of subdivision, which, from the standpoint of a Hawaiian administration of land affairs—so liberal in its apportionment of 200-acre prizes and 2,000-acre settlement associations to straw settlers—will be a just hardship to the prospective landowner in Hawaii; if adopted, a misfortune not to be deplored except by the champions of the Hawaiian land system.

The other complaints put forward in opposing the final transfer of the Territorial lands to Federal control have their origin merely in that natural disinclination to let go a good thing—one of the indices of the oligarchic spirit.

The only call upon the sympathy of the at one time kindly minded people has been the one of distance and interval. At the present time, however, this tearful appeal has long since lost its effectiveness, inasmuch as grim experience has taught the weary ones who were blessed because they waited that for deeply dyed, double-distilled essence of waiting for land patents from six months to two years after the required payments had been made was no unusual occurrence. It is an open question whether Washington could beat that record.

Having, therefore, called attention to existing conditions and enumerated such facts as the limitation of this paper will permit, does it not appear necessary that Congress should take early action toward devising a system of land laws for this Territory? Also to consider the condition of the present laws and their application at the present time? Also, is it not a question of vital importance what system shall be adopted?

"Congress shall enact special laws for the public lands of Hawaii," is the Newlands resolution. Compared with the States and other Territories, Hawaii can not boast of an enormous area, public or otherwise. At the same time, Hawaii is essentially an agricultural country, responsive to the slightest efforts at enlarging the scope of its effectiveness, affording opportunities under a proper régime of laws and their administration for diversified industries to the highest degree, so that the system under which its public lands are to be disposed of will be of vast importance in shaping its future.

And as the illumined pages in the book of our own glorious national progress are unfolded before us, we can clearly perceive as the dominating keynote in that wonderful expansion the wise and beneficent policy of opening up our immense areas to the ax and the plowshare of the husbandman—a policy that has stood the test of a century of trial and that stands as the concentrated wisdom of legislation for a

settlement of the public land; laws copied from no other nation's system, but which were and remain originally and distinctively American. Shall, then, the mainspring of our just national expansion be confined merely as by divine right between the Atlantic and the Pacific, while those who have participated in its benefits, who filled the States with their homes, their communities, who by virtue of their proprietorship in the soil have lessened the chances of social and civil disorder and who have protected their Government against the assaults of enemies, come here to Hawaii and be denied those same privileges merely at the instance of the partisans of a centralized and arbitrary rule?

No good reason has as yet been assigned to show why the homestead laws of the United States should not be applied here, in Hawaii, without radical change. Such a policy would encourage, perhaps, more than anything else the development of a small landholding population, without interfering, on the other hand, with the sugar-plant industry upon a large scale, which, because no other industry was permitted to exist, has remained the backbone of the country. Whatever lands suitable for the growing of cane were thus disposed of would necessarily nor probably be diverted from their natural purpose to the landowners, if they choose, could make satisfactory contracts with the mill or plantation owners contiguous to their holdings for harvesting and disposition of their crops.

And as the present system of plantation operations has converted into a more or less feudal relation, as between the employer and employee, one which, in the progressive march of events, can no longer be maintained, so would the inauguration of the American system eventually in the solution of the labor problem and insure a better element in the population than now exists as the heritage of two and a half centuries of semislavery—this word not being used in its invective sense, but merely as a contrast to our own enlightened acceptance of the relations that should obtain between labor and capital.

In fact, one is inclined to suggest that the Federal statutes, now applying not alone advantageously to the lands still unoccupied, should be made to cover all the public lands, including the large areas now under lease to the plantations, as soon as these leases expire, or before; in the latter case by affecting an equitable exchange with the lessees, conveying over to them the fee of a portion in exchange for the surrender of the immense tracts now held under lease at ridiculously low rental figures, for ten, twenty years, or more, the portions of which are permitted to remain untouched and unproductive. Witness the case of the Waiakea Mill Company, of Hilo, whose lease of the land of Waiakea, consisting of nearly 100,000 acres, has a period of seventeen years still to run, at an annual rental of \$2,000 annuum. The larger portion of the city of Hilo is included in the title, besides valuable harbor frontage. Under the discriminatory laws now extant no proposition looking toward a reversion of valuable assets has been possible, although the lessees were ready and willing to effect the same, with the result that Hilo, with its natural advantages, its unsurpassed geographical location, lying on the direct pathway of the ocean's commerce, with a harbor deep and capacious enough to float all the navies of the Pacific, flanked by natural fortresses that would render it impregnable to assault, the contributing and receiving port of the whole island of Hawaii,

possessing wonderful resources and possibilities of expansion into a metropolis of the mid-Pacific, lies inert and congested through artificial restraints—an Andromeda awaiting the coming of her deliverer.

The restriction of the homestead laws would further secure a greater permanence to the small holdings as such, preventing their absorption into larger holdings and insuring the permanence of a Caucasian population and a Caucasian civilization of a high order. It would help prevent the rapid turning over by collusion or otherwise of large areas of the finest lands on these islands to plantation promoters or to corporations which have in the past succeeded and are still looking for the very thing, it being by no means difficult to evade the 1,000-acre limit of ownership in the organic act—since section 2290 of the Revised Statutes requires that any person applying for such lands shall make affidavit that he does so in good faith, for purposes of settlement and cultivation, and not that the title may revert, in whole or in part, to any person other than himself or family.

Then, if Congress and the people of the United States desire to make of Hawaii an American outpost, held by Americans and not by natives, it can only do so by encouraging white immigration to these islands. Again would the operation of the Federal land statutes aid in bringing about this desired result, inasmuch as, for all public lands, the minimum purchase price is fixed, the greater amount being realized when two or more parties apply for the same tract. No such provision is found in the Hawaiian statute. On the other hand, the lands are appraised arbitrarily, under no fixed rule, and on being thrown open to entry it not infrequently happens that anyone but the legitimate applicant is found to be the successful one, his good or ill success depending on his ability to remain in line for a week or more pending the time advertised, with Chinese, Japanese, and aliens, ineligible as applicants, but holding down the place for some intending bidder or speculator after the same lot, all willing to sell out for a consideration.

That the lands on Hawaii, being inconsiderable, should for that reason be differently administered, is no forceful contention. Admitting that the area is not inexhaustible, then the more speedily it is settled upon and made productive the more readily shall we find exemplified to the highest degree the results of labor and skill and perseverance, the more readily shall we have cheap food, the more speedily will the wages of labor be regulated at a higher level, the more efficient will be the advance in industry and commerce, and the final extinction of class distinctions, one man being as good as another, and all possessing equal rights. The United States looks for no revenue from the sale of its lands, but rather from the improvements. On Hawaii the converse is true.

The present lease system so generally applied to the public lands in the towns should be abolished. The local government has already been in the landlord business too long. The system is unjust to the tenant and delays the municipal growth.

One is inclined to suggest at least the wish that something in the way of special legislation could be enacted for the native Hawaiians, so far as the acquiring and holding of public lands is concerned. As the Hawaiian has happily been admitted to the rights and privileges of American citizenship coequal and coextensive with those enjoyed by ourselves, in spite of the insidious efforts on the part of those who sought to prevent or restrict his political emancipation, constitution-

ally such a procedure would of course be inadmissible, but it is to be regretted that the Hawaiian can not acquire land upon terms which would make it practically inalienable, for it is questionable whether he could retain it for any length of time otherwise. This is his misfortune, not his fault. The Hawaiian of to-day is but the product of a lotus-eating existence that has come down with the centuries. The day of settlement is ever relegated to a distant "mahape" or by-and-by, which, when it arrives, finds him unprepared to accept its conditions or responsibilities. Happily for him has risen the dawn of a new era under the aegis of our own glorious institutions of liberty, equality, and progress, which he will be quick to perceive and prize. If, then, we can not adopt for his benefit special legislation, we can at least put into operation our own liberal land laws, with their protective features, that have built up our country, have made it powerful and prosperous, the asylum and the refuge of the weary and oppressed of all nations. Why not then on Hawaii, our baby Territory?

A. B. LOEBENSTEIN,
Hilo, Hawaii

HONOLULU, *September 22, 1902*

**REPORT OF THE CHAIRMAN OF THE FIRE CLAIMS COMMISSION
TO THE GOVERNOR OF THE TERRITORY OF HAWAII.**

HONOLULU, *July 29, 1902*

SIR: In response to your letter of July 2, 1902, I have the honor to submit the following report of the work of the fire claims commission as authorized by act 15 of the session laws of 1901:

Acting under the authority of act 15 of the session laws of 1901, being "An act to provide for the ascertainment and payment of fire claims which may be made by persons whose property was destroyed by fire in the years A. D. 1899 and 1900, under orders of the board of health," the following-named persons, viz, F. W. Macfarlane, chairman; A. N. Kepoikai, J. G. Pratt, A. C. Lovekin, and J. A. Testa, duly nominated by the governor and confirmed by the legislature of the Territory of Hawaii as commissioners under said act 15, met on the 13th day of May, 1901, for the organization of said fire claims commission. Action at this and subsequent meetings held during the organization of the commission resulted in the appointment of officers to the commission and adoption of rules to govern the proceedings of same, as follows:

OFFICERS.

Clerk, J. Morton Riggs; stenographer, C. F. Reynolds; interpreter, William Tell; Japanese interpreter, James H. Hakuolo (later resigned and succeeded by Chester A. Doyle); Hawaiian interpreter, J. A. Baker (later resigned and succeeded by W. H. Crawford as interpreter); and Chinese interpreter; messenger and janitor, Moses Palau.

**RULES FOR THE GOVERNANCE OF THE FIRE CLAIMS COMMISSION
APPOINTED UNDER ACT 15 OF THE SESSION LAWS OF 1901.**

- I. The title of this commission shall be "Fire Claims Commission."
- II. All claims filed in this court shall be verified according to law.
- III. This court shall be open for the transaction of business daily between the hours of 9 o'clock a. m. and 4 o'clock p. m., except when otherwise ordered by a majority of the commission, which order shall be spread upon the minutes of the commission.
- IV. The chairman of this court with a concurrence of a majority of the commission present may enter all orders that are necessary, such orders to be placed in full upon the minutes of this commission.
- V. All claims and other papers required to be filed in this court shall be plainly engrossed or typewritten without erasures or interlinations materially defacing them.
- VI. Persons entitled to participate in the recovery of claims filed before this court may, upon petition properly verified, be admitted to prosecute such claim as coclaimant.
- VII. All stipulations between claimants or their representatives and the representatives of the government shall be in typewriting, dated, properly indorsed, and filed with the clerk of this court, who shall keep an entry of the date of filing said stipulation in a book provided for that purpose.
- VIII. No claim can be made without proof of a subsisting interest of the claimant in the subject-matter of the claim; this proof may, in the first instance, be the oath of the claimant to his claim, or as otherwise provided for in Rule II, but subject to denial and disproof on the part of the government or any other party to the claim.
- IX. It shall be the duty of the clerk to attend in person all sessions of this commission; to keep a record of all proceedings had before this commission; file all papers; keep in his possession all books and papers belonging to, or in any wise, as evidence or otherwise, coming to the possession of this commission; to keep a list of all claimants; to swear witnesses appearing before said commission; to keep a list of the names of all witnesses sworn.
It shall also be the duty of the clerk to be present at the place set apart for the holding of the sessions of this commission daily between the hours of 9 o'clock a. m. and 4 o'clock p. m.
The clerk shall prepare and keep a book in which shall be kept a full and particular account of each claim, which book shall be open to the inspection of any person interested in each of said claims during business hours.
- X. It shall be the duty of the interpreters to attend and be present when required by the commission, and under the direction of the commission perform such duties as may be required of them.
- XI. It shall be the duty of the bailiff of this commission to attend and be present at all meetings and sessions of this commission and perform such other and necessary duties as the commission may direct.
- XII. It shall be the duty of the stenographer to be present at all meetings and sessions of this commission, and take down in shorthand and extend the notes of such proceedings as may be required of him and to keep a full, true, and correct report of the testimony and proceedings of this commission for its use.

XIII. The names of all claimants shall be written in full upon claims filed before this court.

XIV. In order to facilitate business claimants are directed to present claims for losses of merchandise, goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof, upon a schedule to be marked "Exhibit A," and all claims for losses of personal belongings, jewelry, house furnishings and other chattels upon a schedule to be marked "Exhibit B," and for all losses appertaining to buildings or of building fixtures upon a schedule to be marked "Exhibit C."

XV. It shall be the duty of the clerk to prepare a daily calendar to be called at 9.30 a. m., to place on same claims for hearing in the order of their filing, unless otherwise ordered by the commission.

In accordance with section 3 of act 15, due public notice of the organization of the commission, and that claims for damages might be presented and filed for its consideration, was given by publication in the English and Hawaiian newspapers in Honolulu, island of Oahu, and the other islands of the Territory.

The four months stipulated for the presentation of claims, in accordance with section 7 of said act 15, began May 27, 1901, and ended September 27, 1901, and during that time a total of 6,748 claims were filed with the commission, amounting to \$3,175,132.90, and segregated under the following as to nationality:

	Number of claims.	Amount of claims.
Japanese.....	2,574	\$638,748.00
Chinese.....	8,728	1,768,000.00
Hawaiians.....	278	34,000.00
Portuguese.....	19	8,000.00
Other nationalities.....	128	27,000.00
Fire insurance companies.....	21	7,000.00
Total.....	6,748	3,175,132.90

On the 31st day of May, 1901, the commission held its first session for the hearing of evidence in the proving of claims, and from that date until the 2d day of June, 1902 (with the exception of a recess lasting from the 19th day of December, 1901, to the 19th day of November, 1902, taken on account of allowing the clerk to catch up with the backlog of entering up the claims adjudicated by the commission), the commission was in session hearing evidence and awarding and signing judgments on the 6,748 claims presented for its consideration.

The first sessions of the commission were held in the room of the Honolulu Chamber of Commerce, but upon the adjournment of the Territorial legislature the former throne room in the executive building became available and was used for the remaining sessions of the commission.

Section 9 of act 15 provided that "each claim should contain an itemized statement in the English or Hawaiian language of the loss sustained." In a large number of instances it was found that clerical errors had been made in the compiling of the claims by the claimants or their attorneys, and, although sworn to as correct, it was soon discovered that every claim had to be gone over separately and all itemizations checked. This procedure involved an immense amount of labor and required the employment of additional clerical help to

provided for by the legislature appropriation. Claimants were required to produce all available evidence in the proving of their claims, and all books and papers, such as books of account, including inventories of stock taken when not destroyed, copies of certified warehouse invoices, showing importations of merchandise, etc., were included as exhibits in evidence.

The commission found that the board of health records of property removed from condemned buildings to warehouses under its charge and returned from said warehouses to owners after the suppression of the plague to be very incomplete and of little real use in the adjudicating of claims. Receipts given and taken for such salvage of property were in almost every instance by the case or package, and there was usually nothing to indicate what these cases or packages contained. On the other hand, however, the appraisements made by the committee of builders appointed by the board of health to estimate values of condemned buildings destroyed were found of much value and usefulness.

Much assistance was rendered the commission by the action of the Japanese and Chinese consulates and committees of merchants of each of these nationalities in collecting and revising the claims of their countrymen before they were filed with the commission. The interest of the government was represented during the sessions of the commission in the personnel of Attorney-General E. P. Dole, Assistant Attorney-General J. J. Dunne, A. E. Douthett, Messrs. Andrews, Peters & Andrade, and Wade Warren Thayer.

For the convenience of claimants living on the island of Maui who had sustained losses by the sanitary fires on that island, two of the commissioners—viz, Commissioner A. N. Kepoikai and Commissioner F. J. Testa—held sessions of the commission at the court-house in Wailuku from October 2 to October 9, 1901, inclusive, to hear evidence presented in support of said claims, and during these sessions they heard evidence on 202 claims of different nationalities.

Commissioner J. G. Pratt, having been chosen to represent the Honolulu Chamber of Commerce and Merchants' Association in the matter of securing the aid of the Federal Government in the payment of fire claims, departed for Washington, D. C., on April 9, 1902, and was absent from the remaining sessions of the commission.

The total amount awarded by the commission on the 6,748 claims filed was the sum of \$1,473,173, and was divided among the various claimants as to nationality as follows:

	Claims.	Amount claimed.	Amount awarded.
Japanese.....	2,574	\$639,742.99	\$333,730.10
Chinese.....	3,728	1,761,112.04	845,480.80
Australians.....	278	342,526.84	144,242.50
Portuguese.....	19	81,658.47	24,117.45
Other nationalities.....	128	272,829.76	125,602.15
Insurance companies.....	21	77,262.80	.....
Total.....	6,748	3,175,132.90	1,473,173.00

Fire insurance companies that had paid for losses on property insured by them and destroyed presented claims aggregating the amount of \$77,262.80. The commissioners, after listening to extended argument by Attorney-General E. P. Dole and counsel for the various insurance

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Chinese.....	3,728	1,760,000
Hawaiians.....	278	34,000
Portuguese.....	19	8,000
Other nationalities.....	128	27,000
Fire insurance companies.....	21	7,000
Total.....	6,748	3,175,132.90

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provided for by the legislature appropriation. Claimants were required to produce all available evidence in the proving of their claims, and all books and papers, such as books of account, including inventories of stock taken when not destroyed, copies of certified custom-house invoices, showing importations of merchandise, etc., were demanded as exhibits in evidence.

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Philippine.....	278	342,526.84	144,242.50
Portuguese.....	19	81,658.47	24,117.45
Other nationalities.....	128	272,829.76	125,602.15
Fire insurance companies.....	21	77,262.80
Total.....	6,748	3,175,132.90	1,473,173.00

Fire insurance companies that had paid for losses on property insured by them and destroyed presented claims aggregating the amount of \$77,262.80. The commissioners, after listening to extended argument by Attorney-General E. P. Dole and counsel for the various insurance

companies in interest as to the standing of such claims before they ruled that the act under which they worked and had jurisdiction did not comprehend the payment of indemnity to insurance companies, they having assumed liability under their policy contracts, and who could not in any event be classed as "persons whose property had been destroyed," and also, their interest being of a "speculative nature," was a condition specifically disallowed under section 7 of the act. Where subrogation had been given by claimants to insurance companies for amounts paid by them under their policies, such subrogation was recognized by the commissioners as a lien upon awards made to such claimants subrogating and judgments rendered in accordance therewith.

Under section 16 of the act the legislature appropriated the sum of \$17,400 to pay the expenses of the commission, dividing it into specific items, such as for the pay of commissioners, counsel for Territory, clerk, stenographer, interpreters, bailiff, incidentals, and Government witnesses. This appropriation allowed the life of the commission to extend for a period of six months under the pro rata made of the money appropriated. The commissioners early found that to give a proper hearing and consideration to the multitude of claims filed and to properly check the items enumerated and properly weigh the evidence produced before them would require much more time than that contemplated by the legislature at the time of passing the act.

After a six months' session of the commission, or thereabouts, appropriations under several of the headings became exhausted. A sum of some \$2,418 had been effected under two of the items, viz, Government witnesses and interpreters, but under a ruling of the attorney general this amount was not available to the commission to defray expenses other than those specified under their immediate headings.

The commission, then having largely completed its work, was without funds to finish it. If the work was to stop, all that had been accomplished would be largely a loss, and another appropriation could not be secured until the next session of the legislature. With funds in hand the work could be completed in a comparatively short time and at small expense. Under these conditions, after consulting with the governor of the Territory, the commissioners felt justified in placing the matter before the merchants of Honolulu for financial assistance in the present emergency.

This resulted in the advance by 16 of the principal business firms of Honolulu to the commission of the sum of \$4,000, which amount the commission then deemed sufficient to complete its work, the payment of which, together with interest at the rate of 6 per cent per annum, the governor promised to ask an appropriation for from the legislature.

Subsequently it was found that this sum of \$4,000 advanced by the merchants was not sufficient to complete the work. When this became evident the commission decided to charge a fee to each claimant for certificates of award issued to them, and the fees so charged were rated so as to amount in the aggregate to the sum of \$5,000, sufficient to repay to the merchants the \$4,000 advanced by them. Having been decided by the commissioners, upon further consideration of the matter, to return to them their loan in this way rather than to the legislature for a further appropriation) and to defray the remaining expenses of the commission.

The following is the schedule of fees charged:

Fees of award:	Each.
\$50 and under.....	\$0. 25
\$100 and under.....	. 50
\$500 and under.....	1. 00
Over \$500.....	4. 00

No fees other than the above were required from claimants by the commission in the consideration of their claims.

The financial report, covering the amount appropriated by the legislature, is as follows:

Amount appropriated by the legislature of the Territory of Hawaii, session of 1901, to defray the following expenses of the fire claims commission.

Commissioners, at \$10 per diem while in session.....	\$9, 000. 00
Counsel for Territory, at \$250 per month.....	1, 500. 00
Clerk of commission, at \$150 per month.....	900. 00
Stenographer, at \$125 per month.....	750. 00
Interpreters, at \$10 per diem.....	1, 800. 00
Bailiff, at \$75 per month.....	450. 00
Rentals.....	1, 000. 00
Government witnesses.....	2, 000. 00
	<hr/>
	17, 400. 00
	<hr/>

Amount of appropriation expended:

Pay of commissioners.....	9, 000. 00
Counsel for Territory.....	1, 500. 00
Clerk of commission.....	900. 00
Stenographer.....	750. 00
Bailiff.....	450. 00
Interpreters.....	1, 280. 00
Rentals as below, viz:	
Rent chamber of commerce.....	\$125. 00
Office supplies.....	\$51. 13
Janitor.....	231. 00
	<hr/>
	282. 13
Advertising.....	229. 00
Commissioner to Wailuku.....	30. 00
	<hr/>
	259. 00
Blanks and stationery.....	245. 25
Books.....	62. 90
Typewriting.....	25. 72
	<hr/>
	88. 62
	<hr/>
	1, 000. 00
Pay of Government witnesses.....	102. 00
Balance unexpended.....	2, 418. 00
	<hr/>
	17, 400. 00
	<hr/>

Not available in appropriation:

For pay of interpreters.....	520. 00
For pay of Government witnesses.....	1, 898. 00
	<hr/>
Total not available.....	2, 418. 00

The following financial report, covering the amount advanced by the business firms referred to in this report and the amount collected for fees for certificates of awards, as well as the disbursements, can not be closed at this time, owing to the following communication having been

received from the law firm of Magoon & Peters, to institute an action to test the legality of charges made by the commission for the issuing of certificates of awards:

[Copy of letter from Magoon & Peters.]

HONOLULU, HAWAII, July 21, 1901

FRED W. MACFARLANE, Esq.,
Treasurer Fire Claims Commission, Territory of Hawaii.

DEAR SIR: We beg hereby to inform you that we shall this day on behalf of Reliance Panee, a minor, institute an action to test the legality of charges made by the commission upon the issuing of awards. We regret very much to be forced to test this matter, but the interests of our client demand the same.

Respectfully, yours,

MAGOON & PETERS

Financial report.

Amount advanced by 16 merchants of Honolulu toward defraying the expenses of fire claims commission in completing their work	\$4,000.00	
Amount due fire claims commission from claimants on account of fees for certificates of awards	\$5,116.00	
Less fees on certificates not called for.....	38.75	5,077.25
		<u>9,086.35</u>

Above amount expended as follows:

Pay of—	
Commissioners.....	\$900.00
Stenographer	400.00
Bailiff	100.00
Janitor	
Clerk.....	1,200.00
Extra clerk	1,200.00
Books	\$221.60
Printing blanks	50.00
	<u>4,386.35</u>
Stationery and office supplies	
Advertising	
Balance	4,386.35
	<u>9,086.35</u>

The balance, \$4,386.35, is deposited in the Bank of Hawaii, Limited, of this city, pending the result of the test suit referred to above. Of this balance it is proposed to reimburse the merchants for advances, say \$4,000 and interest, and to pay the remainder into the Territorial treasury.

Respectfully submitted.

F. W. MACFARLANE,
Chairman Fire Claims Commission

FIRE CLAIMS—HATCH & SILLIMAN.

HONOLULU, September 12, 1901

To the honorable subcommittee of a committee of the United States Congress on the Pacific Islands and Porto Rico.

GENTLEMEN: In order to put the matter in definite form for your consideration, we beg to call your attention to the following facts regarding certain deductions made by the commission appointed by the governor to make fire claim awards.

The act establishing the commission provides that it shall—

investigate all claims for damages which may be presented by persons who sustained a loss of property by its destruction under orders of the board of health, or in consequence of orders by said board, in connection with the suppression of the plague in the Territory of Hawaii, or by the spreading of the contagion on January 20, 1900.

The act furthermore provides that the record of judgment shall show—

1. Name of claimant, or, where an assignment of the claim has been made, the name of the assignee.

And section 8—

Claims shall be filed in duplicate by the claimants or their assignees and shall be sworn to by their oath, respectively. * * *

The Fireman's Fund Insurance Company and the Liverpool, London and Globe Insurance Company, and perhaps other companies doing business in the Territory of Hawaii, adjusted their losses caused by the board of health fires immediately thereafter, and, with one exception, concerning which there were special circumstances, paid the same. Being from the assured an assignment of any claim that he might have against the government or that might be given by virtue of any action which the legislature might take looking toward the payment of the claims, to the extent of the amount paid. This assignment was presented by the companies in connection with a petition to be admitted as coclaimants with the several claimants at the time that the several claimants filed their respective claims. Upon the hearing of these claims the commissioners requested that the insurance companies present separate claims under their assignments, which was accordingly done. Thereafter awards were made by the commission and the amount of the insurance paid was deducted from the claimant's claim. Notwithstanding such deduction a notation in substantially the following words was made on the award:

This claimant having subrogated to [then follows the name of the insurance company and the policy number, together with the amount of insurance], this award is subject to the above subrogation.

No award was made to the insurance companies. The following judgment was entered upon each of their respective claims:

Award made under act 15 of session laws of 1901. Award made to claim. No notation shows the number of the claim of the original claimant from which the amount of insurance was deducted] subject to subrogation.

In other words, the commission arbitrarily deducted from the claimant the amount of insurance and disallowed the separate claims of the insurance companies, stating, however, upon the awards of the original claimants that the awards made to them were subject to subrogation of the insurance companies.

There is nothing in the act authorizing a deduction of insurance, but the act seems to have expressly contemplated that insurance should be included in the award, for the act contains the following in section 9:

In case of insurance, the amount for which the property was insured, the name of the insurer, and how much insurance was paid thereon shall be stated.

The act provides that no appeal may be taken from the judgment of the board, and in behalf of claimants represented by us we respectfully request that a provision be added to the bill appropriating money

for the payment of fire-claim awards, making the same condition upon no discrimination being shown against any particular class of claimants.

Yours, very truly,

HOTCH & SILLIMAN,
Counsel for Various Claimants

EXECUTIVE CHAMBER, TERRITORY OF HAWAII,
Honolulu, September 10, 1900

The Hon. JOHN H. MITCHELL,
*Chairman Subcommittee of the Senate Committee
on Pacific Islands, etc., Honolulu, Hawaii.*

SIR: I inclose a copy of a part of the annual report of the superintendent of public works relating to light-houses, dredging, buoys, other harbor improvements.

Very respectfully,

SANFORD B. DOL

EXTRACT FROM THE REPORT OF THE SUPERINTENDENT OF PUBLIC WORKS.

I respectfully desire, in concluding my report, to direct attention to subjects, allied in nature, which are of great importance to the welfare of the Territory, viz, the consideration of the expense in maintenance of the necessary light-houses and buoys throughout the Territory, and the dredging of the channel and harbor of Honolulu.

The coasts of the Territory are, considering their extent, at present fairly well lighted, but there are many places where lights are required. Additions to these lights have been made from time to time as funds were available. Besides the coastal lights there are harbor lights at various ports for the guidance of vessels thereto. The expense of erection and construction is an item of the past, paid by the Hawaiian government, and the present maintenance of such lights and the keepers therefor, is still borne by the Territory, as also are the expenses connected with the building and placing of buoys and breakwaters. A very heavy item connected with the dredging of the channel entrance to the harbor is necessarily kept clear to a depth of 30 feet below low-water mark.

It is a fact that these items of expense are a very heavy drain upon the revenues of the Territory and, when it is considered that the commercial vessels of the United States, either naval, troop ship, or scientific, enjoy to the fullest extent the advantages of lights, buoys, and breakwaters, it is respectfully presented that, as this is the only Territory of the United States burdened with such particular expenses, an application may be properly presented to the United States Government for aid and assistance in maintaining the light-houses now constructed, the buoys now placed, and the cost of construction and keeping of breakwaters. One of either and, last but not least, the heavy dredging expenses.

One of the great existent needs to the advancement of the interior of the Territory, although which may be regarded as of special importance to the city of Hilo, yet, however, would be most thoroughly advantageous toward the further development of the commercial opportunities of the Territory, is the building of a breakwater at the entrance to the harbor.

harbor. This is a long-felt want, but the absorption of revenues by the United States Government which were formerly at the disposal of the government of Hawaii precludes all possibility of the desired improvement being made by this government without the much-desired aid of the United States.

I therefore respectfully present that the following items and amounts offered by the government of the Territory of Hawaii for the consideration of the proper department of the United States Government, and with an official request that the aid and assistance desired be granted and for the purposes stated. Following is a statement of the items and the estimated amounts:

Expense of widening channel and dredging channel entrance and harbor to a depth of 30 feet, low water.....	\$250,000
(This item is in accord with United States War Department estimate.)	
Maintenance of buoys	6,000
New buoys.....	4,000
Maintenance of light-houses.....	14,000
Construction and repairs to light-houses.....	32,000
(This last item contemplates the erection of new light-houses at Honolulu, Makapuu Point, Barbers Point, island of Oahu, Keahole, North Kona, Leleiwi, Hilo, Hawaii.)	
Construction of breakwater at Hilo	750,000
Maintenance, per year	20,000
Total	1,076,000

LEPROSY.

[From governor's annual report to the Secretary of the Interior for year ending June 30, 1902.]

The policy of segregation of lepers was adopted by the enactment of special statutes, with this object in view, in 1865. The leper settlement on the island of Molokai was established in the year 1866, during which year 141 patients were sent there.

The policy of segregation was loosely carried out for a number of years after the establishment of the settlement. During the first seven years the patients admitted averaged 114 per annum, and the largest number admitted in any one year was 183. In 1875 a stricter enforcement of the law was carried out, and 487 patients were sent to the settlement. Thereafter, until 1887, the law of segregation was only partially enforced, and the number of admissions during those years averaged 141 per annum, and the largest number admitted in any one year was 301.

Since 1887 the law has been vigilantly carried out. The number of admissions in 1888 was 579; in 1889, 308, and in 1890, 202, and from that year to the present time the admissions have decreased in number, though not regularly, from year to year; but taking the twelve years beginning with 1890 and ending with 1901, in sections of three years each, we find the number of admissions to be as follows:

1890 to 1892, inclusive	454
1893 to 1895, inclusive	445
1896 to 1898, inclusive	350
1899 to 1901, inclusive	254

From these figures it would appear that with strict segregation the disease has steadily diminished, while, without strict segregation, it shows a tendency to spread.

The following table gives the average number of patients at the settlement for three periods of ten years each, with the average death for the same periods:

	Average number of patients.	Average number of deaths.
1871 to 1880, inclusive.....	648	135.4
1881 to 1890, inclusive.....	823.5	144
1891 to 1900, inclusive.....	1,096	134.5

These figures show a marked decrease of the death rate for the decade, which is undoubtedly largely due to a general improvement in conditions at the settlement pertaining to the comforts of life and of the sick.

The number of patients at the settlement at the end of 1901 was 915 and on the 30th day of June, 1902, 915.

During the year ending June 30, 1902, 132 persons have been examined, of which number 83 were found to have the disease, 17 were suspicious cases, and 17 were discharged.

The following tables give their nationality, sex, and age.

Nationalities:

Hawaiians
Part Hawaiians
Chinese.....
Japanese.....
Portuguese.....
Spanish.....
Porto Ricans.....
South Sea Islanders.....

Total

Sex:

Males.....
Females

Ages:

Under 10 years.....
10 to 20 years
20 to 30 years
30 to 40 years
40 to 50 years
50 to 60 years
60 to 70 years
Over 70 years

SANFORD B. I

TERRITORY OF HAWAII,
OFFICE OF THE GOVERNMENT SURVEY
Honolulu, T. H., September 22,

SIRS: With a view of furnishing information to all persons interested in land matters and surveying in Hawaii, and to the people of the Territory who would understand the country and its

There were added to the annual report of the surveyor of the Territory for the year ending June 30, 1902, "A brief history of the Hawaiian Government Survey," and some articles on "Land matters in Hawaii." These articles are by Prof. Curtis J. Lyons, assistant, who writes with a knowledge derived from practically lifelong and intimate acquaintance with all Hawaiian land matters, upon which he is a recognized authority. Brief extracts from these papers and other information to give your honorable committee an idea of the work of the department follow:

The Hawaii Territory survey, formerly known as the Hawaiian Government survey, was primarily and is still mainly a cadastral survey. Its initial object was to locate on general maps all titles that had previously to its inception been issued by the Government, and thereby account for all the land in the then Kingdom, and enable the Government to act intelligently in any disposal it might make of the remainder; also to survey in detail all Government boundaries and lands subdivided for sale or lease by the Government, and to assist in settling traditional but unsurveyed boundaries of lands, both Government and private. The especial need of such a survey was very much increased by the fact that all the magnetic surveys by which title was given were simply detached, independent surveys unconnected with any general system or common reference points.

The authority for it was derived from the law which directed the Minister of interior to make all necessary surveys of government lands, and from the appropriations which have from time to time been made by the legislature.

As a matter of wise public policy there has been added to the work of the survey that of making all maps needed for public purposes; also that of making exact measurements and records needed for public use. The experience of the country has abundantly justified this policy. Of such exact measurement work may be mentioned tide observations, time observations for local standard and Greenwich mean time, meteorological, magnetic, topographic, and hydrographic work.

As is necessary in all reliable general surveys, the work is based on a general triangulation, which serves as a foundation for all kinds of surveys which are or may yet be needed, including hydrographic, topographical, and geological. This triangulation was made in thorough accordance with the methods and principles of the United States Coast and Geodetic Survey.

The system of land division in the islands is complicated, and from the nature of the country irregular, but it has been scientifically dealt with, and any attempt to revolutionize the survey system would be disastrous. The triangulation points serve the same purpose to the location of lands that the meridians and parallels do on the United States land system.

As the land was originally minutely subdivided by the Hawaiians themselves, and as the ownership was continued when government titles were given, a great many maps have been needed, considering the size of the country.

Civilization came to these islands to find an already existing land system, such as it was. What might be called "no man's land" did not exist here, and the peculiarly American term "taking up" land has practically no place here. The land was "taken up" probably a thousand years or more ago.

The "ahupuaa" may be regarded as the primary division of Hawaiian land. Its typical form was a strip at right angles to the shore, with its fishery and sea beach, its cultivable land, and higher up its forest all with definite boundaries and each with its specific name. A chief held it, not owned it, for he owed allegiance to a higher chief or sovereign. He himself in turn had tenants beneath him, occupying with more or less permanence, owing him military service in time of war and agricultural service in time of peace.

The sovereign therefore "owned" all; he dared not dispossess powerful tenants for fear of rebellion; but no one could give such fee-simple title as civilization demanded.

A general division took place in 1846-1849 under Kamehameha III. The methods will not be given here, but the results were as follows:

1. The King owned certain reserved lands, treated at first as private property—afterwards, in 1864, by act of legislature—signed, of course, by the then reigning King, heir of Kamehameha III, made inalienable public property known as "Crown lands," whose revenue should thereafter go to the reigning sovereign's emolument.

2. The chiefs owned in fee simple the better portion of the lands formerly held by them in fief, excepting, however, the kuleanas to be mentioned below.

3. Lands that were set aside to be "government lands," such as were given up by the chiefs in order to acquire the crown title to those specified in No. 2.

"KULEANAS."

4. Kuleana is a Hawaiian word originally signifying an interest in either property or business enterprise schemes. It came in the course of the land commission to be applied universally to the fee-simple holdings awarded to the common people; that is, in all the classes of lands above mentioned the subtenants were allowed to hold in fee simple such separate small tracts within the limits of the ahupuaa which they had previously improved or lived upon. There were about 3,000 of these titles, many of them covering two or more separate lots.

5. After the lands mentioned in No. 3 above were set aside, portions of them were sold to individuals at what was really a nominal price, generally to native inhabitants of the lands or to foreigners who had already made their home in the country. These were covered by royal patents which are now called grants. At the inception of the government survey there were about 3,000 of these.

A rough estimate would give about 2,000 ahupuaas in the Hawaiian Islands. Many of these have subdivisions termed "ilis." The "ili" often had a different owner from that of the ahupuaa in which it was situated.

We have therefore crown lands, chief's lands, government lands, kuleanas, and grants. The initials L. C. A., land commission, apply to all lands, kuleanas or ahupuaas, or ilis, which were awarded by the land commission between 1848 and 1855. These are the principal features of the land system, many details of which are omitted for lack of space.

Now as to boundaries: The kuleanas were awarded and the boundaries were all made by surveyed descriptions incorporated in the grants. These surveys were all magnetic surveys, and were made on its own basis, giving generally the names of adjacent owners.

acent ahupuaas and ilis. Practically there were absolutely no general surveys, although there were a few sections where the kuleanas were platted together in their relations to each other.

For the sake of getting a speedy issue of titles, it was necessary to make the surveys as cheaply as possible. Men of intelligence and capacity, able to measure around a lot with compass and chain, were employed to survey the kuleanas at two or three dollars a claim; also two or three professional surveyors. There were no workmen competent to make general surveys nor means to pay such workmen. The boundaries of the ahupuaas were often very crooked and irregular, in many cases gulches.

Some of the chiefs had their lands surveyed and received awards by survey, but the majority of the ahupuaas were awarded simply by name, with the understanding that ancient boundaries should be preserved. Some were surveyed after award.

The consequence of all this was that about 1868-1870, when there was a demand for additional grants of public land, the government was paralyzed by an almost absolute ignorance of the location and amount of what was left available. The lack of maps was also apparent in other directions.

The survey was begun in 1871, under Prof. W. D. Alexander as surveyor-general, Ferdinand W. Hutchison being minister of the interior, under Kamehameha V. The number of skilled employees has varied from three to a dozen. It has been necessary for a portion of them to understand the Hawaiian language, partly for the sake of understanding the land commission records, most of the surveys and awards being in Hawaiian, and partly for communicating with Hawaiians who consult the office. The survey has been a general information office for the public on all matters connected with lands; also for scientists, naval officers, and others from abroad. In the development of the country it has fulfilled an important part.

The courts of law and the legal fraternity make constant use of the maps and records of the survey. The poorest citizen can come and find, free of cost, the probable location or the existence or the nonexistence of such titles as he may be concerned in. The peculiar conditions of the country have made such matters peculiarly dependent upon maps, largely from absence, in a large proportion of cases, of boundary fences.

All the surveying connected with the development of a city like Honolulu, including leveling and grading, has been done by this office. Preliminary surveys of most of the harbors have been made. Many of these were published by the United States Hydrographic Office.

The unit of measurement adopted is the foot, as being adapted to public needs, and the standard of direction the true meridian. As the old surveys were in chains, and the bearings simply local magnetic in a country where local attraction was prevailing everywhere, the work of reduction has been great, though cheerfully undertaken.

As there are over 2,000 maps on file in the office, and all the documentary matter connected with them, it will be seen that the office is one of great importance to the Territory. Where an office has been carried on in the manner indicated, it becomes almost impossible to divide its records among new organizations, and a policy of copying would seem better than that of absolute removal of any records.

In the matter of ownership of lands the bureau has confined itself

mainly to original titles—i. e., to the location and identification of land commission awards and government grants. No attempt has been made to keep track of transfers and divisions of private lands, except to procure and place on file copies of city tracts placed on the market by real-estate dealers.

The triangulation of the group is practically completed and theoretically handed over to the United States Coast and Geodetic Survey. But it should be far more perfect in many respects, especially as to records and monuments. The Territorial survey needs all these for its own purposes.

The general maps need more complete compiling and very much need renewal, owing to so much consultation.

The boundaries of government lands need detailed delimiting surveys and descriptions. There are many of these which, while laid down on the maps from such data as are at hand, still are not definitely marked on the ground, and are not accurately described by bearings and distances of the lines.

The plan of the Government survey has been to cover the country with a network of carefully selected triangles, measured with precision, and to mark same in such a substantial manner as to be a framework and reference points for all surveys of importance that have been made to ascertain and determine the landed property in the Territory. The true bearings and distances of these points from each other are recorded and on file and may be had on application.

It furnishes accurate data for determining the magnetic declination and the rate of its change from year to year. This has been very important to all surveyors who have had the difficult task of running out or reestablishing the bounds of old magnetic surveys.

It has also furnished longitudes and latitudes of many points along the seacoast for harbor work, etc.

Respectfully submitted.

WALTER E. WALL,
Surveyor

Hon. JOHN H. MITCHELL,
*Chairman Subcommittee of the Senate Committee on
Pacific Islands and Porto Rico*

STATEMENT OF JOHN A. CUMMINS.

To the honorable the Subcommittee of the Committee on Pacific Islands and Porto Rico, of the United States Senate, Honolulu, Hawaii

GENTLEMEN: I, the undersigned, John A. Cummins, of Honolulu, Hawaii, respectfully represent unto your honorable committee as follows:

I am a native Hawaiian, and was born in the city of Honolulu in the year 1834, and am now 68 years of age. My father was an Englishman by birth, but resident in Massachusetts for many years, who came to these islands in the year 1828, and continued to live until his death, in the year 1887. I have always lived in Hawaii with a home in Honolulu, and another, until recently, at Waimanalo on this island of Oahu. I was, until within a few years past, owner of the controlling interest in the plantation at that point known as Waimanalo plantation.

Through my mother (a full blooded Hawaiian woman, and herself chiefess of rank), I am of the blood of the ancient Aliis or chiefs of the Kingdom; and it has been my privilege to sustain relations of cordial and intimate acquaintance and friendship with all the Hawaiian sovereigns, from Kamehameha III to Liliuokalani, inclusive. I was elective member of the legislature by which two sovereigns, viz, Kamehameha III and Kalakaua, were successively elected to the throne. Later, for many years prior to the adoption of the constitution of 1887, I was member of the house of nobles, and also of the King's privy council of state, each by appointment of His Majesty Kalakaua.

Under the constitution of 1887, viz, in the year 1890, I was elected to the legislature as a noble for the island of Oahu, which office I held, discharging its duties, until June 17, 1890, on which date I resigned in order to accept the position of premier and minister of foreign affairs in the last cabinet appointed by His Majesty Kalakaua.

As such member of his cabinet I continued in office during the balance of Kalakaua's life. Upon the death of that sovereign, in January, 1891, his successor chose a new cabinet, of which I was not a member. Later, at the general elections held in February, 1892, I was again elected a noble from the island of Oahu, and as such noble I sat in the last legislature under the monarchy, which closed its sitting immediately before the deposition of the Queen.

In view of the facts above set forth and of many details of acquaintance with public men and affairs not necessary to be here set down, I believe I may justly claim to have been and to be familiar with the history, both political and otherwise, of the Hawaiian Islands during several decades last past. And it is in the light of this acquaintance and familiarity with events that I make such statements as I shall make to your honorable body.

FIRST—OF THE DEPOSITION OF QUEEN LILIUOKALANI.

This story has been so often and so variously recited by the partisans of the different theories involved that the lack of unanimity of opinion among the people of the United States as to the causes and effective agency of that deposition is not to be wondered at. This difference of opinion or belief upon a subject so clearly susceptible of positive demonstration is one of the results of direct and positive misrepresentation by a small but influential and otherwise respectable element of the foreign population of these islands. In alleged proof of the assertions so made by this element concerning the cause and manner of the extinction of the monarchy, reams and reams were written to and published by the religious and semi religious press of the United States, and thereby was created a public sentiment and belief among the people of the Union concerning the events now under discussion which were entirely at variance with the facts.

Your committee are not unaware of the exhaustive investigation into those events which was conducted by the Hon. James H. Blount, under commission from the President of the United States, nor of the conclusions which he reached and reported in the premises. I desire to go upon record at this time as fully and highly commending the intelligent and painstaking character of Mr. Blount's said inquiry and the truthful accuracy of his conclusions. Those conclusions have been assailed with abuse, but never argument, and they will stand as a true

exposition of the conditions and causes which attended or led to overthrow of the Hawaiian constitutional government in 1893. I here upon the ground at the time, with all possible opportunities knowing whereof I speak, and I desire to emphatically denounce entirely false and unfounded the claim that the monarchy fell of its own weight, and the denial that it was extinguished by the exercise of military force on the part of the United States naval contingent then in Honolulu Harbor, acting under the inspiration and command of the United States minister and the commander of United States cruiser *Boston*.

THE PROVISIONAL GOVERNMENT AND REPUBLIC.

The incapacity of the provisional government to "hold down the situation," after it had been assisted into place by the United States forces, is too notorious to require description. It is perhaps best illustrated and declared in the famous note of the provisional president Mr. Dole, to the United States minister, written on the afternoon of the transfer of authority, wherein the minister is begged to "assist" and protect his political child, "as night is coming on," etc.

For some weeks thereafter the provisional government was kept in office by the bayonets of the American marine and blue-jacket contingent, which was quartered on shore for that purpose. Not only the provisional government never have passed the stage of existence unaided by American bayonets and machine guns, but, after its overthrow, it could never have maintained itself for a day but for that influence and power which surrounded and protected it. This continued until the new government had effectually disarmed the population by domiciliary visits and otherwise, and had recruited an army of its own, chiefly composed of deserting sailors and other social reformers, no sense representative of the people of the islands, of either native or foreign race.

Later, and upon the failure of their immediate efforts to effect annexation, the provisional government prepared for the adoption of a constitution. This was done by providing for a constitutional convention, only a minority of whose members were to be elected by the people, and those electors were confined to such as had sworn to renounce the monarchy and never again to support a monarchical government in Hawaii, thus making a very small minority of the electors of the islands as the electorate had stood under the monarchy. The majority of the members of the convention were appointed and consisted of the members of the executive and legislative councils (none of whom were such by virtue of any election by the people), by whom the convention act was passed into a law.

The result was the alleged "Republic" of Hawaii, whose only republican feature was its name, as a study of its constitution and history will persuade you.

THE REVOLUTION OF 1895.

When the Queen surrendered the Government to those who were assisted into place by the American forces, as above recited, so for the purpose of avoiding bloodshed during the period of transition to elapse before she could learn the attitude of the United States.

ment, in response to her action invoking its judgment upon the acts of its diplomatic and naval representatives, in having acted as above described, in displacing her Government and setting up another in its stead. This position and purpose on her part is clearly set forth in the letter wherein she resigned for such temporary purpose the reins of authority.

When Mr. Blount had made his celebrated report, and no practical results had followed, looking to the restoration of the former status, the patience of the Hawaiian people, which had been admirably exhibited during the years of doubt, and expectation from the source to which the Queen had appealed, began to show signs of exhaustion, and for many months prior to the outbreak of January 6, 1895, there were rumors and signs of such action within the knowledge and view of all people in the islands, and quite within the cognizance of the Government, who were in constant expectation of some such event. For the purpose of fortifying itself and of weakening its opponents the Government had passed a series of laws as unrepugnant as possible in character. Among these may be mentioned the restrictions upon the right of bail upon criminal charges, with especially onerous conditions in cases of charges of political offenses; the restrictions upon the liberty of speech and of the press, exceeding in severity the much-abused "sedition laws" of the Adams Administration in the United States; statutes creating new crimes and prescribing new and harsh penalties for expressing opinions, either verbally or in print or writing, in opposition to the Government, etc.

Among this latter class was the act providing for the punishment of the newly created offense of "misprision of treason," under which, as a result of said resolution of 1895, so many persons were imprisoned or otherwise maltreated. This statute defined the offense named, in brief, as the withholding from the officers of the Government any knowledge possessed by a person within the islands of the fact of treason committed by another.

A project formed in the interest of the monarchy, viz, to restore the constitution of 1887, came to a head in January, 1895, in the shape of the little riot of January 6 and following days. Of this movement, as above indicated, the Government had full notice, in general terms, though they were probably surprised at the last as to some of its details. They had been for months on the alert to suppress this anticipated rising, the coming of which was in everybody's mouth and in the press for weeks before it occurred. Some weeks previously there had been arrests of prominent Hawaiians for the unlawful keeping of arms in their homes—supposedly in preparation for this event—and some of those arrested were then in custody and denied bail by virtue of the "sedition laws" of the alleged "Republic." Everyone knew that trouble was brewing, and no one who could read or hear or talk was ignorant of the general fact that some kind of revolutionary movement was imminent.

In this posture of affairs some arms were landed at Waikiki, on this island, and upon the police attempting to capture them and those in charge of them on the night of Sunday, January 6, 1895, some shots were fired, and a government partisan, who had no legitimate business upon the scene, was unfortunately shot, and died soon after. Then followed a running fight of a few days between the disciplined forces of the government and the few dozen patriotic but undisciplined men

who had resorted to arms for the restoration of their institutions, the result being speedily favorable to the government.

That riot was made a pretext by the government for the arrest of those whose sentiments were unfavorable to the government and for outrages of various kinds and degrees upon the domiciles and families of those unfortunate prisoners. Although the government was in complete ascendancy and control within forty-eight hours of the outbreak, yet martial law, which had been promptly declared, was continued in force for several months, during which time some hundreds of prisoners were brought to trial before a military commission or court-martial, whose sittings were held in the palace, while the ordinary courts of the country were pursuing their wonted course of procedure in the judiciary building, across the street from the palace.

I was among those arraigned before that commission, and by it was found guilty and convicted upon a charge of misprision of treason, and was fined in the sum of \$5,000, which fine I paid. Other citizens were more unfortunate in being sentenced by that commission to long terms of imprisonment, some of them being also fined, in pursuance of which they were confined in prison for varying terms and were in the chain gang until finally pardoned by the government. In the same manner our present Delegate in Congress was treated; likewise our present nominee of the Republican party in these islands for the election of such Delegate; also many other citizens of high respectability and substance, both native Hawaiians and foreigners. In addition to those thus treated, many were exiled during terms of varying length as an alternative of imprisonment for an indefinite time without trial or of trial before a commission whose creation and course of procedure they believed to be illegal, stripped of the safeguards which the law throws around those accused of crime, and with the almost certain prospect of conviction irrespective of the law or the facts involved.

On behalf of not only myself but of all other victims of that military commission and its policy of wholesale and indiscriminate victimization and punishment of those arraigned before it, I respectfully submit that the United States, the successor in interest of the Hawaiian government of that period, should make as ample reparation to those victims as possible, by either repaying or providing for repayment by this Territory of the fines so unjustly and illegally extorted from us by the means here mentioned, and to this I respectfully invoke the consideration of your honorable committee.

ANNEXATION.

The action of the Congress of the United States in annexing these islands is not and never will be approved by the Hawaiian people in general. Our people have submitted, and will continue to submit, to the authority of the United States, but only upon the ground of necessity, knowing that they are unable to change the course of events or to break or cut the bond which has been fastened upon them without their consent. They deny the right or authority of the late Hawaiian republic to speak or act for them in the matter of annexation or other matters. The republic was in no sense a government of the people by the people. It was a despotism, pure and simple, in character, founded in force and resting upon bayonets. But, making a pretext of the assumption of that government as a basis for its action in passing the cele-

"Newlands resolution," the Congress of the United States brought us within its authority; and, as we can not, if we would, escape, we hope and trust that we may be at least liberally dealt with; that the United States will not insist upon continuing to take our revenues from us in the form of customs duties, postal receipts, internal revenue, etc., without at least returning to our Territory corresponding sums in the form of public improvements or otherwise. You have made us American citizens against our will; we now propose to make the best of the situation, and pray for fair treatment by Congress.

Respectfully submitted.

J. A. CUMMINS.

HONOLULU, September 22, 1902.

EXHIBIT A.

J. F. COLBURN, Esq.

SIR: According to your instruction I have made test holes on the line between Honolulu Harbor and Kalihi at intervals of about 500 feet. The total number of holes put down is 16, the depth varying from 21 to 33 feet 6 inches, the average depth being 27 feet. To an average depth of 15 feet the material is chiefly a soft gray coral with mud and sand. Below this in one hole white coral was found 3 feet thick, uniform in texture, but not as hard as the hard coral found in the test borings for Richard street slip. In the other holes the material below the soft gray coral, while somewhat hard, is nowhere a compact coral rock such as was found in Richard street slip. As far as I can judge there is very little of this material which can not be taken out by the Government suction dredger.

Respectfully, yours,

A. A. ROSEHILL.

The following table will show the material found in each hole as far as I was able to classify it:

Hole No.—	Soft gray coral mud and sand.	Black sand.	Soil.	White coral.	Broken coral mixed with sand.	Clay and sand mixed.	Fine white sand.	Coarse coral sand.	Total depth.
	Inches.	Inches.	Inches.	Inches.	Inches.	Inches.	Inches.	Inches.	Inches.
1.....	9			8	7		2		21
2.....	16			7			1.4		24.4
3.....	14	2				15	1		32
4.....	13				10		1		24
5.....	11				14				25
6.....	14	4	2.4		6				26.4
7.....	10			^a 18.6					28.6
8.....	10			8	7				22
9.....	13			8					21
10.....	15			10	^b 5				30
11.....	23				^a 8				31
12.....	19				9				28
13.....	14			11	4.6				29.6
14.....	20				10				30
15.....	22		4						26
16.....	22							11.6	33.6
Average									27

^a Soft.^b Gray.

MEMORIAL OF THE EXECUTIVE COMMITTEE OF THE BAR ASSOCIATION OF THE HAWAIIAN ISLANDS IN THE MATTER OF JUDGES OF THE FIRST CIRCUIT COURT OF THE TERRITORY OF HAWAII.

To the honorable subcommittee of Senate Committee on Porto Rico and Pacific Islands:

At a meeting of the executive committee of the bar association held on the 18th day of September, A. D. 1902, the undersigned was instructed to submit the following statement with regard to the matter of circuit judges for the first circuit court of this Territory:

At a meeting of the bar association held on the 19th day of January, 1901, a resolution was adopted in words as follows: "It is the sense of this association that there is needed an additional judge for the first judicial circuit."

Subsequently the legislature, by act 19 of the laws of 1901, approved on the 30th day of April, 1901, provided for the appointment of three judges of the circuit court of the first circuit, to be styled, respectively, first, second, and third judge; and

On May 11, 1901, at a meeting of the bar association, the following resolution was offered and adopted:

Resolved, That the attention of the President of the United States be called by the Bar Association of the Hawaiian Islands to act 19 of the session laws of 1901, providing for the appointing of three judges of the circuit court of the first circuit in place of two, as heretofore.

Resolved, That the increase in the number of judges for the first circuit thus provided for by the legislature has been rendered necessary by the great increase in legal work in the circuit court, and that said increase was provided for in response to the unanimous request of the Bar Association of the Hawaiian Islands.

Resolved, That the President of the United States be, and he is hereby, respectfully requested to nominate and appoint a third judge of the circuit court of the first circuit of the Hawaiian Islands, in accordance with said act of the legislature.

That, in the opinion of the executive committee of the Bar Association of the Hawaiian Islands, the same need exists now for a third judge of the first circuit as existed at the time when the foregoing action was taken.

DANIEL H. CASE,
Secretary of the Bar Association of the Hawaiian Islands

HONOLULU, HAWAII, *September 18, 1902.*

MEMORIAL OF RICE PLANTERS.

The honorable Senatorial Commission:

GENTLEMEN: As you have so kindly called upon all within the Territory of Hawaii who have grievances to present them to your honorable Commission, we, Chinese residents, engaged in the culture of rice, avail ourselves of your invitation.

The Chinese were amongst the earliest immigrants to these islands, history showing that in 1802 a Chinese sugar planter brought from Hongkong a sugar mill and engaged in planting cane, which we

unfortunately proved a failure. It, however, initiated that industry and by it Americans have grown wealthy. Since that time their numbers on the islands have steadily increased.

Naturally they sought to introduce the cultivation of rice, which is the staff of life of so large a proportion of the Asiatics, the knowledge of which has been known to them for thousands of years.

They found the climate and soil eminently adapted to that industry. Having been accustomed and inured to plowing, planting, or transplanting in lands covered with water, as taro is planted, they saw that much of the land was well suited to rice growing. They perceived also that much land, which from ancient times had not been used by the natives for any purpose, being partly tide lands and covered with tules, could be utilized, and a large area of this class has been reclaimed by them and made to produce. As the natives became numerically less and the demand for taro proportionately decreased, the abandoned lands were converted into rice patches and produced rentals for the owners where otherwise no income could have been obtained. Most of this waste land is or was the property of the common people, who thus received the benefits of the industry.

Thirty years ago lands were to be had at from \$2.30 to \$5 per acre per annum, while to-day the landlords obtain from \$25 to \$50. The Chinese own very little in fee simple, there being probably more than 40 per cent of that under cultivation merely leaseholds. It is estimated that 70 per cent of the lands are owned by natives, 20 per cent by foreigners, and 10 per cent the property of the Chinese. To show somewhat of the increase of the industry we might here state that in 1893, when an attempt was made to reduce the duty from $2\frac{1}{2}$ to $1\frac{1}{2}$ cents per pound, it was closely estimated that the acreage under cultivation to rice was 7,321, while to-day a similar close estimation, taking valley by valley, shows that the acreage is 11,286. Besides this area, a large amount in addition is leased for pasturage, vegetable gardens, etc., probably about 9,000 acres, making, in round numbers, about 20,000 acres dependent upon this industry.

In most places in the Territory two crops are produced per annum, the yield being averaged at $1\frac{1}{2}$ tons per crop per acre, or $3\frac{1}{2}$ tons per annum of paddy. The yield, therefore, is about 39,501 tons of paddy for the 11,286 acres, or 79,002,000 pounds. This loses in weight by cleaning and polishing about one-third, making the net quantity produced about 53,701,334 pounds of rice, which brings in the market, at the rate of $4\frac{1}{2}$ cents per pound, the sum of \$2,282,306.70.

This shows the rice industry to be second to sugar on the islands.

From the crude process of cleaning rice by hand power, which obtained in China and which was followed here, to the adoption of steam and electrical power and American machinery for polishing was a step not slow to be adopted. Gradually the industry increased until we were not only able to supply home consumption, but had an excess for export.

The reputation acquired by Hawaiian rice for its cleanness and nutritive qualities soon caused the demand to exceed the supply. Under the beneficial effects of the treaty of reciprocity with the United States an impetus was given to this industry as well as to sugar. It was then asserted that those engaged in the industry were importing oriental rice (upon which a low duty was imposed) for

home consumption and exporting the main portion of the. While this was not true, and was an argument of enemies of H the Hawaiian legislature imposed a duty of $2\frac{1}{2}$ cents per pou oriental rice, which was prohibitive. Under the fostering of this impost the rice industry rapidly increased and the ext demand for suitable lands caused rents to advance to a high. In 1898, when annexation was effected, the area under cultivation rice had reached its maximum, all available land having been b under the plow. Some close calculators estimate that it requi attention of one man to 2 acres, as an average, the year round this rate there would be 5,643 men directly engaged in the inc to say nothing of their families, the teamsters, the sailors who the product to market, etc. Some of the mills are run by power, others by steam and gasoline, and all of the machinery f ishing, etc., is of American manufacture. It is difficult to estim amount of capital invested in the business.

You ask wherein we have a grievance?

Our complaint is two-fold.

First. The union with the United States brought with it the United States tariff, which is but 2 cents per pound on polish and $1\frac{1}{2}$ cents on brown rice or that from which the husk mer been removed, whereas the Hawaiian duty was $2\frac{1}{2}$ cents per. As the Japanese on the islands are numerically the greatest amo various nationalities, they consume most of the rice used and the product of their own country. The importation of Japan therefore, fixes the price of Hawaiian rice and, in fact, the a exists of an inferior article bringing a higher price than the s product of this country. This is said to be due to Japanese j ism (?), which induces them voluntarily to pay a higher pr Japanese rice. The price of the commodity being fixed and re labor being exceedingly high, there is no longer a profit in the bu

Second. Under the exclusion laws of the United States the of further Chinese laborers is prohibited. As we have already these people are accustomed and inured to working in swar overflowed lands, and are the only people who can do the work done in this country. Owing to the topography of the count land being partitioned into small patches inclosed by embankm is not possible to use steam plows or horsepower to any exte we see no method other than that now in use for the cultiva rice if such tracts of land are to be made of value to their owne

The coming of further laborers being prohibited, naturally now employed are shrewd enough to demand higher wages. ranks are continually being diminished by the numbers retur China and by those worn out in the service, until to-day rice-pla laborers are being paid more than double what they received i It is therefore quite apparent that the ebb tide of this industry in, and it can be but a few years until, under the present conc it must cease to hold its position as the "second industry islands." Already there is a serious decrease in the amount c cultivated.

As the policy of the United States is to multiply the number of tries in Hawaii it should be then its policy to foster such as hav successfully carried on, especially as all agricultural industri

linked together in the general welfare of the country. It requires no reasoning to show that if laws are enacted delimiting the number of those employed in any special industry to those actually so employed, that it would be only a matter of time until such industry should cease, and as we have conclusively shown that Chinese only can do this work it is apparent that under present conditions the industry is threatened with extinction.

We believe it is possible for special legislation to be enacted permitting the coming of more Chinese laborers to this Territory, and we believe that Congress had this in view when the joint resolution annexing the islands was adopted and when the organic act was passed. Section 9 of the former reads:

There shall be no further immigration of Chinese into the Hawaiian Islands, except on such conditions as are now or may hereafter be allowed by the laws of the United States; and no Chinese, by reason of anything herein contained, shall be allowed to enter the United States from the Hawaiian Islands.

Section 101 of the organic act reads:

No Chinese laborer shall be allowed to enter any State, Territory, or District of the United States from the Hawaiian Islands.

It is possible then for Congress to enact such legislation that Chinese laborers may be allowed to come to this Territory without such immigration conflicting with the exclusion act, in that having arrived here they are, by special legislation already enacted, prohibited from going to the States and Territories on the mainland. Should it be deemed advisable, it is possible that Chinese laborers could be permitted to come to this Territory conditioned that while here residing they shall confine themselves to agricultural labor.

If it were thought valuable, or adding additional features to the argument in favor of permitting the coming of further Chinese laborers, we might give statistics showing the localities where rice is raised, the acreage in each valley, the rentals and ownership of lands, the cost of fertilizing, plowing, seeding, harvesting, polishing, and marketing the product, together with the past and present price of labor and the numbers employed in the industry.

As the peculiar exigencies of the rice industry require for its continued existence the introduction of more laborers to replace those who depart or are worn out at the business, it is apparent that if such are not allowed to come the industry must slowly perish.

We contend therefore that for the protection of the rice industry in this Territory the present tariff on the imported article is not sufficient to protect the home product, and that it should be not less than 2 cents per pound on uncleaned rice and 2½ cents on the polished rice.

Also, that to prevent the extirpation of the industry it is essential that further immigration of Chinese agricultural laborers should be permitted to come to Hawaii, under such restrictions as Congress in its wisdom shall enact.

And for this we will ever pray.

WONG LEONG,
L. AHLO,
YIM QUON,
Y. AHIN,
For Rice Planters.

Acreage of rice under cultivation in Territory of Hawaii, 1902.

Kauai:		Acres.	Oahu—Continued.	
Waimea, Kekaha, and Mana.		1, 050	Laie	
Hanapepe.....		300	Hauulu	
Lawai		70	Punaluu, etc.....	
Huleia.....		170	Hauula (omitted)	
Lihue.....		150	Kahana.....	
Hanamaulu		60	Kualoa	
Wailua		200	Waikane.....	
Kapaa		45	Kaalea and Kahuluu	
Anahola, etc.....		150	Heeia and Kaneohe	
Kilauea, etc		55	Kailua and Waimanalo ...	
Kalihiwai		50	Waialae.....	
Kalihikai		70	Palolo	
Hanalei and Waioli.....		1, 400	Waikiki and Moililli.....	
Waipa and Wainiha		160	Kewalo	
		<hr/>	Other small farms	
		3, 930		
		<hr/>		
Oahu:			Maui:	
Palama		200	Waihee, Waiehu, Wailul	
Moanalua and Kalihi		200	and Waikapu.....	
Halawa		117	Honokowai.....	
Aiea and Kalauao		76	Keanae and Wailua.....	
Waimalu		135		
Waiau, Manana, and Waiawa		262		
Waikele and Waipio.....		383		
Honouliuli, etc		197		
Makaha.....		40	Hawaii:	
Mokuleia, etc.....		738	Waipio, Waimanu, and Po	
Waialua		180		
Kahuku		150		

HONOLULU, *September 23*

Hon. JOHN H. MITCHELL,
Chairman Subcommittee on Pacific Islands and Porto Rico
Honolulu,

SIR: The undersigned, an American citizen, born at Stamford, Conn., begs leave to present to your honorable Commission the following statement of facts.

In the year 1895 myself and a number of American citizens were illegally arrested and thrown into prison at Honolulu. After being confined for many days, varying from twenty to sixty, and after we were forced under duress to leave the country we had for many years called our home. All of us have damage claims filed at Washington, D. C., where they have laid ever since.

Besides myself, the following claimants have requested me to bring this matter before your honorable Commission for the purpose of having this matter taken up and settled, viz, Capt. John R. Mitchell, P. M. Rooney, Arthur White, Harry Von Werder, Peterson, James Durell, and Charles Molteno.

While I understand that matters of this nature are not settled every day, it is hard for any of us to realize that seven years have passed without any sign of a settlement having been made.

The claims were filed at Washington, D. C., at that time against the Republic of Hawaii, but since then the islands of Hawaii have been annexed to the United States of America, and I believe that just claims against the Republic of Hawaii will be paid by the United States that assumed these liabilities.

The imprisonment and subsequent exile from this land worked a terrible hardship upon us, and most of us by reason of the same were entirely broken up in home, health, and business.

As the statement of each claimant on file in the foreign office at Washington speaks for itself, I will not here attempt to describe the abuse and ill treatment we were all subjected to while in durance vile.

Since imprisonment and exile many of the claimants have become shattered, some have become despondent, some have lost hope; nevertheless we hope and pray that the American Government will take up this matter and give it a speedy settlement.

The writer therefore prays that your honorable commission will bring this matter to the attention of the proper authorities and use its influence to secure for us a settlement.

I beg to remain, sir, your obedient servant,

H. A. JUVEN.

HONOLULU, HAWAII, *September 25, 1902.*

Hon. JOHN H. MITCHELL,

*Chairman of the Subcommittee of the
Committee of the Senate on Hawaii.*

SIR: Will you kindly permit me to file the following as supplementary to my oral statement made yesterday before the subcommittee:

1. At the hearing yesterday I was asked as to the policy of having decisions of the Territorial supreme court final in cases in which the parties were of diverse citizenship, but in which no Federal question was involved, and I replied that I thought it might be well to allow appeals in such cases. On further reflection I think a better course would be to allow such cases to be brought either in the Federal court or in the Territorial court, and, if brought in the latter, to be removed to the Federal court. They could then be taken up on appeal from that court just as other cases may be. This, I believe, was the intention of the commission which drafted the organic act. See section 86 of that act, wherein it is provided that—

The laws of the United States relating to appeals, writs of error, removal of causes, and other matters and proceedings as between the courts of the United States and the courts of the several States, shall govern in such matters and proceedings as between the courts of the United States and the courts of the Territory of Hawaii.

But it has been held that this provision did not go far enough to permit removals of such cases from the Territorial courts to the Federal court.

A strong reason why this would be the better course is that it would be in harmony with the general plan of Congress to organize the courts of Hawaii on the same basis as in the several States—that is, with distinct Federal and Territorial courts—and it would make applicable to Hawaii all the decisions and law upon the subject of removal of causes. The decisions of the Territorial supreme court would then be final in local cases only.

As to the policy of allowing the decisions of the Territorial supreme court to be final in such cases, see *Aztec Mining Co. v. Ripley* (53 Fed. Rep., 7).

For decisions construing the organic act of Hawaii as to the finality of decisions of the Territorial supreme court, see *Ex parte Wilder's*

Steamship Co. (183 U. S., 545); Wilder's Steamship Co. v. Hin (108 Fed. Rep., 113); Hind et al. v. Wilder's Steamship Co. (13 174).

2. In my opinion the salaries of the circuit judges of the first should be increased from \$3,000 to \$4,000 a year. The latter amount paid before the organic act took effect. It was reduced by Congress so as to make the salaries in the first circuit uniform with those in the other circuits.

The judges in the first circuit have a great deal more to do than those in the other circuits, and the cost of living is higher in the first circuit—that is, in Honolulu.

Four thousand dollars is low enough. The cost of living in Honolulu is about one-third higher than in most parts of the United States. It is difficult to get desirable men to serve at \$3,000.

Very respectfully,

W. F. F.

To the honorable Subcommittee of the United States Senate on Pacific Islands and Porto Rico.

GENTLEMEN: Among the existing needs and more urgent needs of this Territory, which I deem it important that your honorable committee should investigate, and, with your recommendation, report to Congress, are the following:

1. Some speedy provision by Congress for payment of the awards to the sufferers by the great fires in Honolulu, during the bubonic plague in January, 1900.

2. The erection of a suitable Federal building in the city of Honolulu for the purposes of a Federal court, post-office, custom-house, and the other usual and incidental Federal offices.

Each building should, in my judgment, cost \$1,000,000, and for purposes of both convenience and economy, be erected on the northwest corner of grounds of the present executive building. I invite the attention of your committee to the desirability of this location as a site for such building, for the reasons I have named.

3. That the land laws of the United States be extended to this Territory, with a modification that 40 acres shall constitute a homestead.

For the purpose of such a provision, and of suitably adapting the conditions of this Territory, I would recommend that the Commissioner of Public Lands, at Washington, D. C., be empowered to direct to send experts to this Territory to make all necessary investigation of the subject, and report the result of such investigation to Congress.

4. That the leper colony, at Kalaupapa, on the island of Mowee, be taken under the care, control, and maintenance of the Federal Government as a reservation for leprous persons, under the direction of the Secretary of the Treasury; but that no leprous persons from the mainland of the United States and of this Territory be allowed on such reservation.

5. That the light-house system of this Territory be taken under the direction of the Secretary of the Treasury and be made uniform with the mainland system.

6. That the War Department be directed to send its commission to the Hawaiian Islands.

vey the harbors of this Territory, and to furnish that Department of Congress with estimates for dredging the same and constructing necessary breakwaters.

7. That a revenue cutter be provided for this Territory, at a cost of \$50,000.

Very respectfully, yours,
HONOLULU, *September 24, 1902.*

ROBERT W. WILCOX.

The approximate division of lands from 1848 to 1855 was as follows:

	Acres.
Government lands	1,495,000
Private lands	984,000
Native lands	1,619,000
Unclassed	28,600
Total	4,126,600

The approximate amount of lands left to each of the above divisions, at present, 1893:

	Acres.
Government lands	828,000
Private lands	915,000
Native estate lands	420,000
Corporations, etc	1,963,600

The approximate area of the whole group is 6,450 square miles, or 4126,600 acres.

Wahiawa, OAHU, HAWAII, *September 26, 1902.*

Hon. JOHN H. MITCHELL,

Chairman Subcommittee on Pacific Islands, etc.

SIR: Complying with your request, I submit the following in regard to Wahiawa colony, island of Oahu, and such other matters as they occur to me in relation to the American farmers and the development of a class of small landholders for the group.

I came to Hawaii September, 1897, to secure a home, coming from Los Angeles County, southern California, where I resided for twenty-seven years previously, and in the State from early childhood, having crossed the plains with my parents in 1860. I have been intimately associated with the agricultural and horticultural development of southern California, and believe my practical experience there and for the past five years here qualifies me to speak with some degree of knowledge based on practical experience.

On my arrival in the islands I found it would not be advisable to settle on the island of Hawaii, where the most considerable area of government land was to be had, owing to high transportation charges between there and Honolulu, there being no communication with the mainland at that time except via Honolulu.

On making inquiry, found all the best land held in large private estates descended from the monarchy, or under long leases made by the same government, the only available tract being 1,343 acres held by the republic as school land, known as Wahiawa, and which was considered of little value, being classed as second-class grazing land, the

invariable reply from those familiar with it being that it was ' and that a portion had been under cultivation and abandoned urally I became somewhat discouraged as to the prospect for s a home on Oahu.

The commissioner of public lands, Hon. J. F. Brown, requested I should make an examination of the land, as he was glad to have a disinterested opinion of it. In face of so much encouragement as to the value of the land by parties who had been on the islands for years, I must say it was more to please him than any idea of finding a location for a home that I first visited on January 1, 1898. I was agreeably surprised. First, the climate entirely different from Honolulu—as bracing and invigorating as southern California in her finest moods, but free from fogs and sand storms; neither hot nor cold, as near perfect as one could find, the altitude 800 to 1,300 feet above the sea, giving the freedom from the humidity of the low lands. The outlook and surroundings were as inviting as one could expect—beautiful gulches running water, and fine mountain views. The surroundings certainly go far as to a desirable place for founding a home. The soil, it appeared far more inviting than many a desert claim seen converted into beautiful homes in southern California. In such a climate, could not one improve the soil so it would be more productive? I had been informed there was once a forest where the wild sour grass grows. If once a forest, why would not it grow again? Land that produced only sour grass, after the forest was destroyed by cattle and fires, must have relapsed into such a state and certainly could be restored again by proper treatment. With these ideas I returned to the land office, making my report in the above lines, expressing my willingness to undertake making a home on the land in preference to going to another island. I informed Mr. Brown I wanted enough of the land for a home, but wanted to see if I could not secure others from southern California and organize a colony for settlement of the entire tract, and organize a "settlement association" under the land laws if I could have sufficient people here from California and perfect the organization; accordingly, I was granted the request.

Up to June, 1898, I had not secured the desired number of people to come, but had assurance of their coming later. Having only verbal understanding and fearing annexation (which was at any time) would change conditions for taking land, I addressed the land department in writing on June 14, 1898, requesting that the land should be set aside for the purposes of a settlement association organized under sections 71, 72, and 73 of land act of 1895, by section 4 of act 42, laws of 1898, and that I be given not more than one year to perfect the organization. My application was approved by the land commissioners and referred to the executive committee which gave approval under date of June 17, 1898.

I would here say President Dole at all times evinced much interest in the promotion of the colony, and to make the conditions more favorable for the colonists caused the amendment referred to as "section 4 of act 42, laws of 1898" to be passed by the legislature (they being in session at the time). I mention this much has been said against the policy of the government department, accusing them of discriminating against the

which I know from personal experience and observation to be entirely without foundation. One of the original members of our association surrendered his holding because he did not wish to make the necessary sacrifice of maintaining a residence and improving the land according to the conditions imposed under the law. He would have held the land by living at ease in Honolulu and sleeping on it once in six months, according to United States land laws, and not perform any substantial improvement, while under the Hawaiian law he was compelled to make certain stipulated improvements, as well as "maintain his home" on the land, or give one who would a chance. These conditions are conducive to bona fide homes being established. More than half of the applicants to join the colony were persons living in Honolulu who wanted to obtain land (presumably for speculation), but when informed they must live on the land continuously and make certain improvements, said: "That let them out," as "they did not want to go into the wilderness to live," or similar reasons. I am positive, from my observation and knowledge of "homesteading" in California, that were the United States land laws put into effect here nine-tenths of the holdings would be taken for speculation, if the same rulings as to "residence" hold that did five years ago.

I consider the settlement association and right-of-purchase lease plan of allotting land (in 40-acre tracts) far better suited to the conditions of these islands for American settlers than any law now extant in the United States, and the homestead lease especially suited for the native race, as all aboriginal races soon alienate their land when given title in fee, mainly by mortgaging. Such is my observation with the Mexicans in southern California, and I believe is the case to a large degree here. The only safety for keeping them from becoming a burden to the country or driving them to crime through poverty is to provide them with sufficient land for homes and to earn a livelihood from, which is theirs for use but not for means of raising money for a short period of extravagant living and show. I know I am met by those who differ in opinion by the saying, "What belongs to a man is his own to dispose of as he wishes." I say no, very decidedly, when by so doing he pauperizes his family and makes them a burden to the community, and it is time for us to profit by the experience of not only Hawaii, but other countries, in dealing with the aborigines.

I am not in sympathy with the auction-sale plan of disposing of land suitable for agricultural use on these islands. It is well suited for city property and in some other conditions, yet the man who wants a home and whose only capital is his muscle has no show with the capitalist and speculator; the longest purse invariably wins.

I have digressed from colony affairs, as there has been so much said by certain classes here against the land laws of the Territory. Most of these parties are of the class who would have been glad to join this colony at its inception, but had no desire to "put their shoulders to the wheel" and who pose as the "only true Americans," but have never done anything toward reclaiming any of Uncle Sam's realm from the desert wilderness.

I can not recite conditions in the colony better than in my report to the commissioner of public lands, a copy of which I will forward when my report comes from the press.

I wish to call your attention to the land situation on this island in particular. There is only one considerable area of government land

located on this island desirable for settlement upon which the lease made by the monarchy will expire anyway soon or which can be made available for settlement through purchase of lease or by sublease. A greater portion of the arable land being owned in large tracts devoted to members of the royal family or their assigns and under lease to plantations or as stock ranges. The exception is what is known as the Leikehna ranch of 14,700 acres, a large portion of which is under lease and joins the Wahiawa colony. The lease of this land is now held by the Dowset Company, Limited, and expires January 14, 1912. The company have sublet some small portions for cultivation and are willing to sublet in tracts suitable for small farms and ranches for the balance of their term, at the expiration of which the land would revert to the government, except that it has been set aside by the United States Government as a military reservation. In taking this large tract of land for the army the area of land that has any possibility of being utilized for the production of such crops as would be of use to a military post with farm products in the event of a siege or in times of war is reduced to a minimum. Would it not be wiser that a portion of this large area (over 14,000 acres) be restored to settlement, either from a military standpoint or from that of development for American citizenship for the islands? But for this reservation the lands could be made available for settlement at any time by agreement with the lessees. Under present conditions this colony can not be extended beyond the limits of the original area of 1,343 acres. We have shown the way and fully demonstrated this to be an ideal section for developing homes for Americans. Having a pride in our success thus far and desiring to see more Americans tilling the soil, be they natives of Hawaii or from the mainland, we would respectfully ask that this matter be referred before the proper authorities for investigation and action with a view to the opening of at least a portion of the tract for settlement.

Another great need of these islands next to and closely connected with the opening of land for settlement is properly located experiment stations and substations. The work thus far done is handicapped by improper selection of the location for the station. The agent sent here by the Secretary of Agriculture did not properly investigate conditions, or the present site used for an experiment station would not have been chosen. He did not go outside of the station except to visit sugar plantations or private estates. He did not visit any of the public lands or other sites than what was prepared by the interested parties. Although asked three separate times to visit the extensive uplands, where the only land is situated that can be used for farming to any extent on this island, he failed to investigate conditions personally. His report is largely made up from hearsay evidence and printed matter that has been freely circulated for many years past. I repeat, had a proper investigation been made a more useful and satisfactory site could have been obtained. The soil and climatic conditions of the present station grounds are not representative of any extended area of the islands, consequently the diversified soils and climate can not be as useful as if located more advantageously. If these islands are to be developed along agricultural lines we must have land made available for settlement, and under the most favorable possible conditions for the Government experts working at the experiment station to work. I would commend the work thus far taken by Dr. Jand G. Smith and his able assistants, and I would commend them every possible facility for their work.

Much has been said regarding labor conditions on the islands, and special stress is put upon the statement of the inability of white men to perform the labor here. The settlers at Wahiawa do not find it harder to perform the labor on their farms than doing similar work in California.

I believe there is not any labor on the sugar plantations here which a white man can not perform, but do not consider it practicable to supplant the present labor under present conditions. It can only be brought about gradually and under different cultural methods, and must necessarily be by a gradual transition and largely by use of labor-saving machinery operated by intelligent laborers, as have the white hand labor of growing and harvesting wheat in the "Great West." The American farmer can and will grow cane and perform the greater part of the labor in due time, and it will come when sufficient numbers own their homes in the neighborhood of mills where their cane can be disposed of, but they will not seek employment as field hands when a more agreeable occupation can be found, or they have only a laborer's portion; they must have the incentive of personal ownership at least on their homes.

The greatest menace to the American tradesman, laborer, or farmer here are the Japanese. It was a grave mistake of Congress that permitted the canceling of the labor contracts without deporting the Japs, as provided in the contracts under which they were brought here, and permitting their places to be filled by Chinese, who are a much less aggressive race and better suited to our needs as laborers. They are a superior race to the Japanese, contrary to opinions held by most people on the mainland; very few persons coming here but change their estimate of the two races before remaining here three years.

It will be necessary for many years to rely on the Orient for laborers to work in the cane fields, and it is becoming quite the general belief that Japanese should be prohibited from coming and Chinese be permitted to come. Very little desirable white labor finds its way here, most of whom are seafaring men and other transients of the most unreliable kind, which has created a prejudice in favor of the faithful Chinaman, who can generally be relied upon. We need Chinese labor under proper restrictions, and they are far better citizens than many others that have been imported.

Respectfully,

BYRON O. CLARK.

WAHIAWA, OAHU, HAWAII.

REJOINDER TO CERTAIN STATEMENTS MADE BEFORE THE COMMITTEE OF THE UNITED STATES SENATE.

JAPANESE IMMIGRATION.

It has been stated that from August 12, 1898, to June 14, 1900, in round numbers 40,000 Japanese were brought into this country, and only 24 returned. By the annexed Table A it will be seen that within the dates mentioned the immigration of Japanese was 28,953 males, 6,956 females, and 928 children, while the emigration for the same period was 3,571 males, 739 females, and 549 children.

The statement made by Mr. Humphreys that during the same period only 24 Japanese returned to Japan is incorrect, for, as a matter of fact, 4,859 Japanese, including women and children, or 3,571 adult males, left Hawaii. These figures may be relied upon.

The statement made that 40,000 Japanese came into the country intended to convey the idea that that number of male laborers arrived is considerably astray, as is also his statement concerning the number who in that time left the country. Mr. Humphreys avoided all reference to the departures of Chinese during the same period, which may be seen from the annexed table, show an excess over arrivals of 359 adult males.

A statement showing the arrivals and departures of Japanese and Chinese from June 14, 1900, to June 30, 1902, was submitted to the commission on the 13th instant, along with the report of the Planters' Association, but it might be as well to repeat the statements contained therein that for this period of a little more than two years the immigration of male Japanese was 6,606 and the emigration 6,284, an increase of 322 only, whereas the immigration of male Chinese for the like period was 1,903 and the emigration 3,470, making an increase in the Chinese population of 1,567 for that period. Taking both nationalities of Japanese and Chinese, this period shows an excess of emigration over immigration of 1,245 adult males. (See Table

ALIEN PROPRIETORSHIP.

A statement has been made that the sugar industry of the islands is under the control of two British and two German firms. That is not true. Of the \$74,694,000 capital represented by sugar plantations, \$56,020,500 is owned by Americans and \$18,673,500 by aliens of various nationalities, aliens thus owning one-fourth. And of the total investments in sugar, railroads, mercantile, ranch, and general enterprises amounting to \$120,558,070, Americans own \$88,438,213 and aliens \$32,119,857.

These statistics were obtained from the local statistician, Mr. W. H. Thrum, of Honolulu, who prepared them as of January 1, 1903, and sent them to the Bureau of Statistics at Washington. A copy of Mr. Thrum's detailed table upon the subject is attached hereto and marked "A." For many years prior to annexation men of various nationalities have been here under the monarchy and afterwards the Hawaiian Republic, devoting their intelligence, energy, and capital to the development of the local resources, of which the production of sugar was and is the most important. These men attached themselves to the soil and made their homes in these islands. They paid a large proportion of the taxes they started and carried to success great and hazardous enterprises. Their property was and is as much entitled to protection as the property of any one resident within these islands; and, so far as the business interests of this Territory are concerned, they are equally qualified to speak, and should have the foremost right to do so.

It might be proper herein to state that the Honolulu firms principally concerned to do with the sugar industry here have been est-

Castle & Cooke, limited.....	
Brewer & Co.....	
Irwin & Co., limited.....	
Hackfeld & Co., limited.....	
Davies & Co., limited.....	
Schaefer & Co.....	
Grinbaum & Co.....	
Alexander & Baldwin.....	
B. F. Dillingham.....	

These firms are what is known in this country as "sugar agents;" i. e., they act as bankers and business agents for certain plantations. It by no means follows, however, nor is it a fact that the firms named necessarily control the plantations for which they are agents.

PORTO RICANS.

In regard to Judge Humphreys's statement concerning the inhuman treatment of Porto Ricans, it may be desirable to state for the purpose of saving any further trouble in connection with the matter on the part of the commission that the whole question of the treatment of Porto Ricans was long since taken up by the Administration at Washington, and the collector of customs at this port as well as the United States immigration inspector were requested to investigate and report thereon. The matter of the mutiny was investigated by the collector of customs, and the result reported to the Secretary of the Treasury, Bureau of Navigation, under date of March 1, 1901. The investigation as to the condition of the Porto Ricans and their treatment upon arrival here, was made and reported by Mr. J. K. Brown, United States immigration inspector, to the Hon. T. V. Powderly, Commissioner-General of Immigration, under date of June 1, 1901. This latter report was sent in reply to the Bureau's letter, No. 26637, dated March 29, 1901. Both the reports above mentioned proved conclusively that the rumors and newspaper reports had been grossly exaggerated; that there was no blame attached to the planters or their representatives, the condition of the laborers being the result of the conditions existing in Porto Rico prior to their departure from that country, and not a result of bad treatment en route or upon arrival. These reports refute the statement of Judge Humphreys.

PLANTATION MEDICAL ATTENDANCE.

The doctors resident in these islands, like doctors in every other part of the world, depend for their practice on the residents in their vicinity. No statement has been made by the Planters' Association to the effect that the plantation retained the exclusive services of medical men; all that has been said was that they furnished free medical attendance to their laborers. The doctors in the country, wherever they can get the appointment, act as government physicians, plantation doctors, and private practitioners.

The attempt to prove that the benefits derived by the plantations, from the fact that their doctors are sometimes government physicians, amount to the taxpayer paying half the cost of the medical attendance of the laborer, does not need further comment.

PORTUGUESE.

Mr. Vivas stated before the commission that nearly all the public lands were taken up by plantations and that there was no show for a poor man. In reply to this it may be said that efforts have been frequently made to get Portuguese to take up land and to secure planting contracts, but, with very few exceptions, these efforts have been unsuccessful, the majority of Portuguese preferring to work for day wages to the taking of any risk connected with the raising of a crop for market. Should the Portuguese desire to take up contracts for

the planting of cane, it may with confidence be stated that plenty of opportunities will be given to them to do so; as they are to be thought of and are considered a desirable element of our laboring population. Furthermore, if it could be arranged to promote the immigration of Portuguese from the Azores or Madeira into these islands, the planters would receive them gladly and pay them wages considerably in excess of what they could earn in their own country, or agree to work with them for sugar-cane raising on a profitable basis to them.

TABLE A.

	Chinese.			Japanese	
	Male.	Female.	Children.	Male.	Female.
IMMIGRATION.					
Aug. 12, 1898, to Dec. 31, 1898	1,275	181	93	3,730	887
Dec. 31, 1898, to Dec. 31, 1899	803	81	91	20,558	4,922
Dec. 31, 1899, to June 14, 1900.....	303	0	0	4,665	1,147
Total.....	2,381	262	184	28,953	6,956
EMIGRATION.					
Aug. 12, 1898, to Dec. 31, 1898	766	38	88	800	164
Dec. 31, 1898, to Dec. 31, 1899.....	1,330	60	124	2,074	417
Dec. 31, 1899, to June 14, 1900.....	644	0	0	697	158
Total.....	2,740	98	212	3,571	739

TABLE B.—*Exhibit of amount of investments, Territory of Hawaii, as of January 1, 1900.*

Local sugar corporations	\$51,884,500
San Francisco incorporated plantations	21,000,000
Sugar plantations unincorporated.....	1,809,500
	<hr/>
Coffee, fruit, and fiber corporations.....	465,700
Coffee and fruit growers not incorporated.....	250,000
	<hr/>
Stock and sheep ranch corporations.....	625,000
Stock and sheep ranches not incorporated.....	1,805,000
	<hr/>
Mercantile corporations.....	15,318,200
General corporations (estates, etc.)	12,170,670
Business firms and enterprises not incorporated	7,567,000
	<hr/>
Railroad corporations.....	
Foreign corporations other than sugar	
	<hr/>
Total estimated value business investments	107,069,270

The following table shows the estimated amount of American capital invested in the above-classified enterprises through the island of Hawaii.

	Total capitalization	Amount American investments.
Sugar plantation interests.....	\$74,694,000	\$56,020,500
Railroad interests	5,000,000	5,000,000
Foreign corporations.....	2,662,500	1,950,000
Mercantile, general, ranch, and other enterprises	38,201,570	25,467,713
Total	120,558,070	88,438,213

ACQUISITION OF LAND BY CORPORATIONS.

To the honorable Senate Committee.

GENTLEMEN: In addition to statements already made by the Hawaiian Sugar Planters' Association, we desire to call attention to the clause in section 55 of the organic act which provides—

That no corporation, domestic or foreign, shall acquire and hold real estate in Hawaii in excess of 1,000 acres; and all real estate acquired or held by such corporation or association contrary hereto shall be forfeited and escheat to the United States, but existing vested rights in real estate shall not be impaired.

This provision apparently was intended to prevent the stifling of competition and controlling of prices by corporations, and to encourage the cultivation of small tracts of land by individuals.

Every right-thinking man desires that which will promote the best interests of the community in which he lives, and if the strict enforcement of this provision would promote the development of the resources of these islands and tend to create a class of small farmers, and induce the immigration of those who would acquire holdings and establish homes, there would be no question as to the wisdom of the law.

But, under the conditions existing here, we submit that the provision will not only fail in its object, but is a serious obstacle in the way of the development of these islands.

The paper upon the labor problem heretofore presented sets forth the facts as to the sugar industry being the great and chief industry of the islands, and mentions the large capital required to establish a sugar plantation. With the low prices of sugar in the world's markets, resulting from the greatly increased production of both cane and beet sugar in the sugar-producing countries, the margin of profits is becoming very small, and under the conditions existing here it can be produced at a profit only when cultivated and manufactured on a large scale.

More than two-thirds of the cane grown in these islands is produced by artificial irrigation. Water for irrigation, in quantities sufficient to justify engaging in cane culture, can only be obtained from surface streams or by pumping from subterranean sources.

These islands are of volcanic formation, rising abruptly from the sea to high elevations; and the rains fall mainly upon the northerly and easterly side of each island from clouds brought in by the prevailing northeast trade winds.

Owing to the nature of the formation and to the rains, the exposed portions have been worn into deep gorges, with high ridges between them. In many instances these gorges are from hundreds to thousands of feet in depth, with precipitous sides, and follow each other in close succession, with but small areas of land between suitable for cultivation.

For the most part the arable land is far removed from the source of the water supply, and to convey the water from the gorges in the rainy belt to the arid sections ditches of many miles in length are required, as also pipe lines to cross the intervening valleys. Dams, reservoirs, and flumes are also needed in many instances.

In obtaining water by pumping from below the surface powerful machinery and pipe lines of large capacity are required.

To procure an adequate supply of water the expense involved in the first instance, ranges from \$100,000 to \$500,000, and in maintaining these irrigation ditches and pipe lines and pumping plants the expense is incurred.

The machinery, buildings, and appliances necessary to manufacture sugar on a scale to justify the undertaking costs also from \$100,000 to \$500,000 and upward.

These conditions prevent the engaging in sugar culture by excepting those with large capital, unless the small capital of persons is associated. This association is generally accomplished by means of incorporated joint-stock companies.

Most of the sugar companies of these islands are incorporated and the shares of stock are held by persons in every walk in life. A corporation will have hundreds of stockholders. If profits are made it does not result to the benefit of merely a few large capitalists; the profit is shared by a large number of persons, many of whom are of moderate means.

While the yield of sugar per acre is occasionally large, from eight to twenty-four months elapses from the time the land is broken up for planting until the harvesting is concluded. Planting is general in the summer months, and the grinding is begun about November of the following year and finished about the following June; the crops overlap. Moreover, fields can not be continuously cropped and must be allowed to lie fallow from time to time. Thus generally about three times the area of land is needed to maintain continuous yields than is required to produce a single crop.

One thousand acres of land will permit of the continuous planting of about 300 acres, which is not sufficient to justify the venture.

It must be borne in mind that in most instances the land suited for sugar culture does not interfere with the lands suitable for the growing of rice, coffee, and other products. There are sufficient lands available for these minor industries for all demands which are likely to arise for them.

The 1,000-acre restriction does not apply to the mainlands. Under the conditions which exist here, it not only fails to accomplish the object sought, but is a serious obstacle in the development of the country.

If the provision can not be repealed, it should be modified in a reasonable way. To make the restriction apply only to the acquisition of public lands would be less objectionable.

We earnestly recommend the subject to your consideration.

A table is hereto appended giving the number of stockholders in each of the sugar corporations.

Respectfully submitted.

HONOLULU, HAWAII, *September —, 1902.*

Statement showing number of stockholders in sugar companies represented by various firms in Honolulu.

Plantation.	Number of share-holders.	Plantation.	Number of share-holders.
T. H. Davies & Co., Limited:		Castle & Cooke, Limited:	1
Wahakaa Mill Co.....	6	Apokaa Sugar Co., Limited	6
Pepeekeo Sugar Co.....	32	Ewa Plantation Co.....	604
Lanipahoehoe Sugar Co	3	Kohala Sugar Co.....	26
Hamakua Mill Co.....	7	Waialua Agricultural Co., Limited.	645
Union Mill Co.....	12	Waimea Sugar Mill Co	38
McBryde Sugar Co., Limited.....	685	W. G. Irwin & Co., Limited:	
C. Brewer & Co., Limited:		Hutchinson Sugar Plantation Co ..	392
C. Brewer & Co	58	Hakalau Plantation Co	15
Oonooa Sugar Co.....	92	Hilo Sugar Co	7
Honoumou Sugar Co	66	Paahau Sugar Plantation Co.....	302
Hawaiian Agricultural Co	103	Olowalu Co	11
Waipuku Sugar Co.....	54	Kilauea Sugar Plantation Co.....	115
Kala Sugar Plantation Co	163	Waimanalo Sugar Co.....	40
F. A. Schaefer & Co.:		Honolulu Plantation Co	171
Honokaa Sugar Co.....	143	Alexander & Baldwin, Limited:	
Pacific Sugar Mill.....	28	Haiku Sugar Co	51
Hackfeld & Co., Limited:		Paia Plantation	74
Kolon Sugar Co.....	14	Kihel Plantation.....	482
Kohala Sugar Co.....	11	Kahuku Plantation	88
Lihue Plantation Co.....	17	Makaweli Sugar Co	261
Kipahulu Plantation Co	20	Hawaiian Commercial and Sugar Co	111
Pioneer Mill Co.....	216	B. F. Dillingham & Co., Limited:	
Oahu Sugar Co	483	Olaa Sugar Co.....	693
Kulaia Plantation Co	4	Puna Sugar Co	21
Hawaii Mill Co	1		

Hackfeld & Co., Limited, Schaefer & Co., C. Brewer & Co., Limited, T. H. Davies & Co., Limited, Castle & Cooke, Limited, W. G. Irwin & Co., Limited, Alexander & Baldwin, Limited, and B. F. Dillingham & Co., Limited, represent in all 43 plantations, with a total number of stockholders 6,366.

Amount of land suitable for coffee culture in the Hawaiian Islands, as estimated by Dr. Stubbs in his report on the agricultural resources and capabilities of Hawaii (Bulletin No. 95 of the Department of Agriculture), 26,825 acres.

Statement showing average yield per acre of various sugar plantations for crops of 1900 and 1901.

[Short tons, 2,000 tons.]

	1899.	1900.	1901.
ISLAND OF OAHU.			
Ewa Plantation		11.02	10.78
Waianae Co	5.36	5.98	.....
Kahuku Plantation Co		5.45	4.50
Waimanalo Sugar Co		2.44	2.76
Honolulu Plantation Co.....			7.50
Oahu Sugar Co		10	9.16
Waialua Plantation			5.84
ISLAND OF KAUAI.			
Lihue Plantation Co.....		4.60	4.87
Kilauea Sugar Co.....		3.18	3.74
Mahee Sugar Co		4.22	4.79
Hawaiian Sugar Co.....		6.57	7.19
Waimea Sugar Mill Co.....		5.74	4.46
ISLAND OF MAUI.			
Kipahulu Sugar Co.....		4.02	4.19
Hana Plantation Co.....		3.12	2.77
Haiku Sugar Co		5.92	5.65
Hawaiian C. & S. Co.....		7.18	6.38
Olowalu Co.....		5.24	4.86
Pioneer Mill Co., Limited		5.86	3.45

Statement showing average yield per acre of various sugar plantations for crops of 1900 and 1901—Continued.

	1899.	1900.
ISLAND OF HAWAII.		
Waiakea Mill Co		4.39
Hilo Sugar Co		4.90
Onomea Sugar Co		2.16
Pepeekeo Sugar Co		3.30
Honomu Sugar Co		4.09
Laupahoehoe Sugar Co		2.80
Ookala Sugar Co		2.61
Kukaiaua Mill Co		4
Honokaa Sugar Co		3.06
Kohalo Sugar Co		2.94
Union Mill Co		2.30
Hutchinson Sugar Plant Co		4.36
Hawaiian Agricultural Co		3.95

Sugar yields of the Hawaiian Islands.

Year.	Area.	Total yield.	Yield per acre.
	Acres.	Tons.	Pounds.
1895	47,399½	153,419½	6,472
1896	55,729	227,093	8,148
1897	53,825½	251,126	9,331
1898	55,235½	229,414	8,306
1899	60,308	282,807	3,978
1900	66,773	289,544	8,672
1901	78,618½	359,183	9,136

Statement showing cost of production of sugar per ton on various plantations.

Oahu Sugar Co	\$47.00+	Honokaa Sugar Co
Ewa Plantation	36.62	Hawaiian Agricultural Co
Kahuku Plantation	45.00+	Kohala Sugar Co
Haiku Sugar Co	57.00+	Hutchinson Plantation
Paia Plantation	44.00+	Kilauea Sugar Co
Ookala Plantation	38.47	Hawaiian Sugar Co
Onomea Sugar Co	54.98	

The foregoing statements are derived from the operating expenses and the tonnage of the various plantations for 1901. It must, of course, be borne in mind that these figures do not include the money expended for permanent improvements. Furthermore, this statement is the cost of production at the mill and does not take into consideration the cost of marketing the sugars. The cost of marketing depends very much upon the situation of the plantation. On the island of Oahu this cost averages from \$12.50 to \$15 per ton.

HONOLULU, HAWAII, September 24, 1902.

MEMORIAL FOR RECOMMENDATION TO CONGRESS TO
THE INTRODUCTION OF CHINESE UNSKILLED LABOR FOR
CULTIVATION OF OUR PRODUCTS, CHIEF AMONG WHICH
SUGAR, RICE, COFFEE, BANANAS, ETC.

To the honorable the subcommittee of the Committee on Pacific
and Porto Rico of the United States Senate, at present in session.

GENTLEMEN: The undersigned, residents of the Territory of Hawaii,
beg leave to respectfully represent to your honorable committee

aspect of the labor conditions and requirements in this Territory, as follows:

I. That the undersigned are, without exception, aboriginal Hawaiians, born in this Territory, who have always lived in the land of their birth, who know no other home, and who expect to end their days here.

II. That by the provisions of nature the Hawaiian Islands were and are made subject to the climatic laws which distinguish, in a radical degree, the Tropic from the Temperate Zone, and which assign to the soil of the Tropic Zone a list of products very different from those produced nearer the Poles, and which require cultivation and care differing wider in character from what is required in other latitudes.

III. That the chief staples of our tropic soil production are sugar and rice, with coffee, bananas, and other fruits ranging in lesser importance in the list, but all capable of being produced with advantage and profit when conditions of labor and tariff concur to favor their production.

IV. That for several decades last past our principal and most profitable product has been sugar, and that the conditions of soil and climate in Hawaii combine to render it our chief staple, both in fact and in prospect.

V. That the production of sugar in Hawaii has already enlisted a vast capital—mostly American—and that the prosperity of the Territory is almost, if not quite, absolutely dependent upon the prosperity of the sugar plantations, if those plantations flourish. If they decline, their poverty will mean the poverty and distress of the people of the Territory in general.

VI. That it is essential, in the presence of prevailing conditions in the sugar industry throughout the world—affected as it is by tariffs and bounties imposed and provided by the laws of different nations—that the production of cane sugar should not be impeded or restrained by unfriendly or inimical conditions if it is to survive upon a basis of profit.

VII. That the chief factor in the production of cane sugar in this Territory is the price and supply of unskilled labor for employment in the field.

VIII. That our local conditions show a great dearth of such labor, and that, in the face of unusually low prices for sugar, the cost of unskilled labor upon our plantations is greater than it ever has been before, while the supply thereof, even at the increased prices to which an increased demand has forced it, is still greatly inadequate to the needs of the industry in our midst.

IX. That in former years, and particularly during the period prior to 1880 or 1892, the unskilled labor upon our plantations was chiefly performed by Chinese, who, prior to 1888, were permitted to enter the Hawaiian Kingdom without restraint, and who then, and for some years thereafter, furnished a very satisfactory and adequate source of labor supply for not only the sugar industry, but also for the cultivation of rice and domestic service.

X. That as a result of the Chinese restriction acts of the Hawaiian legislature, the first of which was passed in 1888, the number of Chinese in Hawaii had become very greatly reduced from its former aggregate at the date of the application of United States laws to this Territory in 1900, and that during the period of decline in the Chinese

population the numerous Portuguese element who had formerly introduced into Hawaii and employed upon our plantations had the most part, worked out their labor contracts and deserted the plantations for higher grade and more remunerative employments in trades and other lines of service.

XI. That as a result of the facts above stated the sugar plant of this Territory have been during late years, and they are almost entirely dependent upon Japanese labor, which is less satisfactory and effective and much more expensive than Chinese labor.

XII. That the application to Hawaii of the United States statute forbidding the entry of Chinese workmen into the United States at the finishing touches upon a condition that had formerly threatened the stability of our industries and involved them in difficulties which they can not hope to emerge, unless through the mediating legislation that will more tenderly regard their elemental need for the supply of unskilled labor.

THE RICE INDUSTRY.

XIII. That all of the foregoing remarks apply, and with more force, to the rice than to the sugar industry; that the rice industry on these islands in the past has been the most direct and efficient source of profit enjoyed by the Hawaiian people proper as distinguished from the community in general; that the greater part of the lands of the Territory consist of comparatively small kuleanas, owned by individual Hawaiians, whose chief or sole income consists in the rentals paid by the Chinese lessees of such lands.

XIV. That the great scarcity of Chinese labor during the late years has militated most seriously against the rice industry on these islands, and has reduced in great degree the income of the Hawaiian "small owners" of rice lands to a point where many of such owners who formerly enjoyed comfortable incomes from their lands, are unable to rent them at rates sufficient to supply the necessities of life.

XV. That as regards rice our experience has shown that no labor other than Chinese is adapted to or seeks employment in this industry in Hawaii; that, in addition to a dearth of labor for the cultivation of rice in our Territory, that industry is further menaced by the tariff, which permits the importation thither of Japanese rice in competition with our local product, has most effectively aided in producing stagnation in the rice industry of Hawaii.

DOMESTIC SERVANTS.

XVI. That the climatic conditions of Hawaii are such as to render the employment of domestic servants in numbers quite out of proportion to those required by people of corresponding grades of civilization in high latitudes; and that, as a result of the conditions above stated, the supply of Chinese domestic servants in Hawaii—proved by long experience to be the best and most reliable—has so materially diminished as to greatly incommode the people of these islands who are, and many others who wish to employ, domestic servants.

CHINESE COMPETITION WITH HAWAIIANS AND WITH MECHANICS.

XVII. We believe it to be the experience of all cane-sugar producing countries (as it is certainly the experience of Hawaii)

successful production of sugar therein can be effected only by the employment for field labor of races other than those of Northern Europe or America. However much theories may prevail of the possibility of producing cane by white labor, including English Americans and Western Europeans, the experience of Jamaica is one of conclusive refutation of the assertion. It is true that Hawaiians are the most suitable for plantation laborers, but to their credit be it said that they are not of employment less anxious or more responsible than those of other races. It is, therefore, he accepted as a truth that the introduction of Chinese labor for our cane and rice fields would produce no competition with the laborers of the white or Hawaiian races.

XVIII. That we believe if the plantation owners could obtain an adequate supply of unskilled field labor with wages as would prevail in other countries, they could harvest their crops at rates of wages such as would permit them to compete on equal conditions herein, and that they could afford to and would employ more skilled labor from the Hawaiian and white races at better salaries than now or could otherwise prevail in the higher grades of employment upon their estates.

XIX. That we are opposed to such indiscriminate introduction of laborers of the Chinese or Japanese races as will tend to result in any system, to come into competition with the Hawaiian and white races in the low, medium and other higher grades of employment.

Wherefore your memorialists pray that your Honorable Committee may be pleased to make such recommendations and to propose such action by the Congress of the United States as will—

1. Secure such modification of existing statutes as will permit the introduction into Hawaii of Chinese laborers in numbers sufficient to meet the requirements of our Hawaiian plantations in the supply of unskilled field labor.
2. Permit the entry into Hawaii of such Chinese domestic servants and of Chinese bona fide intending to become domestic servants as may be required for such service within the Territory.
3. Permit any Chinese person so entering Hawaii to exchange his time of employment at will, provided he shall not be permitted to enter the lines of labor than that of domestic or unskilled agricultural labor.
4. Permit the convenient passage back and forth between the United States and Hawaii of such persons as aforesaid, but with such restrictions as to provide against their entering into lines of employment other than those above indicated.
5. Afford a reasonable tariff protection to the rice produced in Hawaii and elsewhere in the United States against rice of foreign growth brought hither for consumption.
6. Afford a reasonable tariff protection to coffee produced in Hawaii, or elsewhere in the United States, against coffee of foreign growth brought into the Union for consumption.

David Kawananakoa, John F. Colburn, Chris J. Ellis, E. R. Adams, Enoch Johnson, John L. Kanihiko, M. K. Keohokalole, Elis A. C. Long, Edmund H. Hart, Wm. K. Rathbun, F. W. Beckley, Chas. Noddy, Isaac Tessa, William J. Coelho, J. A. Thompson, S. M. Kawaihewa, Carlos A. Long, G. E. Smithers, E. S. Thurston, J. A. Cummings, A. N. Kepoikai, Geo. H. Huddy, James L. Holt, David Kanaha, Edward H. Lilikalani.

HONOLULU, HAWAII, *October 6, 19*

Hon. JOHN H. MITCHELL,

*Chairman Subcommittee on Pacific Islands and Porto Rico,
United States Senate, Washington.*

SIR: Inclosed you will find a certified typewritten copy of a memorial or petition from the lepers at the settlement on Molokai.

You will remember that I presented the original to you while we were here last month, but as the signatures were made by persons affected with leprosy, it was deemed best to have a copy made and forwarded.

The first page is a translation of the memorial, which is written in Hawaiian on the second page.

It is not often that a petition is prepared representing so deeply the feelings of the people. The English translation does not adequately express the sentiments stated in the original.

There need be no hesitation about handling this copy; it will not come in contact with the original. The original was twice disinfected with formalin and sulphur.

Respectfully, yours,

WILLIAM O. SMITH

[Translation.]

*To the honorable Subcommittee of the United States Senate
Committee on Pacific Islands and Porto Rico*

GENTLEMEN: We, the unfortunate residents of the leper settlement on Molokai, would respectfully present the following memorial to you relative to our position and circumstances, and would ask you to present the same and present it to your colleagues on your return to Washington:

First. We beg respectfully to represent that we are here not of our own free will, but at the instance and by the power of government authority as a measure of sanitary precaution and protection of the community at large, and that our lot is a hard one by reason of compulsory separation from home and friends. The hardships of our life are, however, softened to a certain degree by the freedom of movement here under the present system of rules and regulations. Therefore we most earnestly deprecate and protest against any legislative measure which would curtail our liberties and subject us to further and greater hardships than we now have to endure. And in particular we would protest against any law being enacted tending to the separation of the lepers from the community, a measure which in our humble opinion would lead to serious consequences without any commensurate benefit.

Second. We would respectfully represent that we are not opposed to transferring the care and management of the settlement to the Federal Government, but heartily indorse the position taken by the honorable Secretary Cooper that the Territory is able to take care of us. It is true there are many minor details which might improve our condition, but in the main we are happy and contented under the present régime and earnestly hope that no change will be made as far as governmental control is concerned.

*ma mea hanohano, hope komite o ka aha senate no na pae aina
kipika ame Porto Rico.*

ENA KEONIMANA: O makou ona poe iloko oka Ehaeha e noho ana
ke Kahua Mai Lepera ma ka Mokupuni o Molokai, ke waiho aku
me ka haahaa i keia Memoriala e Pili ana no kou makou kulana
ke ke ano o ko makou noho ana, ke nonoi aku nei imua o oukou no
oukou noonoo ana a waiho aku hoi imua a ko oukou mau hoa i ko
kou namawa e hiki aku ai i Wasinetona.

1. Ke hoike aku nei makou me ka haahaa, ke noho nei makou
anei, aole ma ko makou makemake pono iho aka mamuli no ia o ka
ma o ke Aupuni no ka manao makee i ke ola o ka lehulehu, a he
lana kupilikii no ia i kau iho maluna o makou mamuli o ko makou
okaawale ia ana mai ko makou mau home ame ko makou mau
akamaka mai me ka lima ikaika. A ua hooemi iki ia mai nohoi ko
akou noho pili hua ana ma ke ano o ko makou noho ana maanei i
ia wa. Malalo o na rula Hooponopono i kau ia no makou i keia
anawa. Nolaila ke kue ikaika loa nei makou i kekahi mau hoopono-
no hou e laweia mai ana no ka hoohoiki a hooemeia mai ana paha
e ano o ko makou noho Akea ana a hookau hou iho ina hookaumaha
a i oi aku i ko keia manawa e hoomanawanui ia nei e makou. A,
kue ikaika no makou i kekahi Kanawai e Hooholoia ana no ka
okaawale ana i ka noho pu ana o na kane ame no wahine, he hana
a makou e manao nei e ala mai ai kekahi mau hounaele nui e loa
e ai kekahi pomaikai.

2. A ke hoike nai makou me ka haahaa aole o makou apono e lilo ka
malama ame na hooponopono ana o ke Kahua Mai Lepera malalo o ke
upuni Federalo, aka, ke apono loa nei makou i ke kulana a Hon.
Kakuolelo Cooper i kalele iho ai ma ka olelo ana ua hiki no i ka Ter-
ore ke malama ia makou. He oao he lehulehu no na mea i manao
e hiki ke loa ia makou ke hoomahuahua ia ae ke ano o ko makou
oho oluolu ana aka ma ka hoomaapopo ana ike ano o ko makou noho
na i keia manawa ua loa no ia makou ka noho oluolu a lawa pono no
oi malalo o na hooponopono ana a makou e noho nei a o ka makou
ni ame ko makou manaolana nui aole loa e hoololiia ae ko makou
malama ia ana malalo o kekahi aupuni o koa.

Chas. M. Brewster, John Kiaaina, Mary Lucas, Emily Hale,
John Bell, S. K. Moses, Keliwahee, Gusimoritoi, D. Kao-
pua, Wm. Kapela, jr., Keliimakakoa, Silas Carter, Mary
Smith, H. K. Pahau, John Kapuni, Kaholomoku, Moses
Pokini, Kanohola, Kaha Kamoku, Kauahine, Clara Kaua-
nui, J. Uha, Maewaewa, Umiumi, Lucy F. Robinson, Anam,
Kapakupiula, Kahanahui, Lau Fan, Ah Chong, Ah Sing,
Wang Pang, Ah Nee, Samuel Paahao, Kahaio, Iwa Ellen
Ako, Halauwai, Shus Tai, Aheana, Naihepahee, Lai Ping,
Kum Tai, Henry Jack, Wong Fook, Malaea Keawe, Hoo-
kano Kuhao, Kuakini Harbottle, Ane Palea, Chong Kee,
Kaukai, Kamai Keauhee, Young Sing, Kamakele, John
Kalua, J. Bishaw (his x mark), Kauina (her x mark), Nawa-
elua, Hoopii, Luisa Malokai, K. Kuhia, Keonaona, Ka-
maka, Koloa, Lahapa, Alex. Robinson (his x mark), John
Kaahiki, Hina, Adam Smith (his x mark), Ane Maipene-
pene (her x mark), Luikapiioho, Kahaulelio, John Papu,
Makau Wahine, Moses P. K. Kaleouli, Miss Halaulani (X),
Alexander Smith, Imiola, Annie Kalehua, Kanalihau, Ione

Veleiuka, G. W. Haieuanelio, Sol. Kalanikau, Uilan
 Sulia Kinooole, Mele Manoiki, Keonaona C. Kopena, I
 Paila, Ellen Palea, J. Levi Kainana, Naihe Pukai
 Makaila, Kahula, Kalai Hehele, Peter Kaleo, I. N.
 akuni, Mooni, J. H. Imihia, Mana, Kekipi, Lohi M
 Paha Pohina, Haliaka Lui, J. Kekuewa, Kapeliela
 loa, Ioane Koaiai, Akeoniki Poo, Mary Aaron
 Keahi, Kela Liilii, A. Kaanaana, Kolaeua, Kaila
 Aika, G. Kaoha, Luika Keaka, Wm. B. Lapilio,
 Lapilio, Jas. Bick, Joanna R. Testa, Ohu D. K
 Kamaka (w), Aikake Pualewa, John Kahaku, Kal
 x mark), Keakahu, Keawe Kuliu (his x mark), Kan
 A. Hoomana, L. K. Kapaa, Anakalea (his x mark)
 Hoomana, Kawahauila (his x mark), Kahui, B. K.
 Joseph Kahananui, Simeona, G. Keliilawaia, K
 Kamakaipooa, Hopoe, J. Lono, Moluhi, Kaaipol
 x mark), Kuanana, Mary Ann Senna (her x mark), I
 Julius Dudoit, Kalehuapau, Kanoe Kuli, Loisa Pa
 Hookaumaha, Haliaka, Jno. Kahilina, Kaolelo,
 Kuamoo, Kamala, Nauahi Ane Nauahi, T. L. Kanu
 luhii, Fred Wills, Kalama, Kai, Kamaka Kauluwai
 Sol Ku, Kamai Kapule, Keoneula, J. Kaiewe
 Kaaepa, Omao, Kimo Kauahi, K. M. Kalunakaah
 Kipi Hale, Kelaukila, Keaniani, K. W., Mele Kai
 Lake, Kine Kealakai, David Beniamina, Emma
 Lepeka Kapahee, Lilia Apelahama, G. W. K. P
 John Cullen, Namaka, G. Halai, Makua (his x mar
 Punohu, Hukia, J. N. Kahakeanu, Kaapuni Kaha
 Luka Keoneula, D. Kapae, D. Napahuela, Jenney I
 Waimanalo Kopa (his x mark), Kaaiohia, Anal
 Kalua Mamaikona (kona x kaha) Moiaipo, Mary
 (her x mark), Kalai Norton, J. Kane Kupa, Lili
 Nika, Mileka Kapewa, Holo Mahana, Mahana, A
 Mealani, J. Halekii, Kaomi, Kaehu Kalame, Cha
 George Kanoa, Willie Kalani, Pua Mika, S. Ke
 Kaumauma, Keola Kamali, Papukoa, J. K. Kainu
 hoe, Manu, Pili, Ehu, Kaukali, Paha, J. Kaaihue
 amu, Henry Brown, Gab. Kamali, Augusta de
 Pupu Liilii, Manuia, Kiaha, Richard M. Pahau,
 Pahau, Jno. Naluai, Rose Joe, Wm. Keaouli, I
 Pelapela, Makanoa, James Prosser, Geo. Keolan
 Daniela, Hale Kauhola, Nuuanu Kealoha.

TERRITORY OF HAWAII,

Island of Oahu, ss.

I hereby certify that the foregoing instrument of 10 page
 and correct copy of an original of a memorial and signatures
 leper settlement at Molokai. The same having been com
 verified by me and found to be correct, excepting that a f
 signatures were so imperfectly written as to make it difficul
 scribe them with absolute certainty, and three were illegible

HONOLULU, T. H., *October 4, 1902.*

[SEAL.]

WM. J. FORB
Notary Public, First Judicial

of the subcommittee of the Senate Committee on Pacific Islands and Porto Rico.

HONORED SIRS: I have deferred presenting this, thinking that in the course of your investigations some one or other of our prominent citizens conversant with Hawaiian affairs would speak or touch on some phases of the political situation that, to my mind, has an important bearing on existing local conditions. This has remained for me to do, however, and as far as I am able place the matter before you now.

Living and coming in daily contact with the native Hawaiians, speaking their language—in fact, one myself—it is but natural that I should, to a large extent, share their views and sentiments, especially on questions affecting their political rights. The electorate is largely Hawaiian. To properly understand his position and the reason of his present attitude toward the local administration it will be necessary to make a brief reference to a period of Hawaiian history prior to and immediately preceding annexation.

After some years of political inactivity the Hawaiian people, seeing all hopes of restoration had passed, naturally looked to annexation as the turning point in their political career, and expected, as Americans, to enjoy all the rights and privileges of American citizenship. Their expectations were not to be realized, however, for not only was the same monarchical system maintained, under cover of the American flag, in the new Territory, but all the local administrative power was to remain in the same hands. Thus was engendered and raised anew the feeling of resentment on the part of the electorate, resulting, as was seen at the first general election, in the defeat of the Republican party at the polls. Here you have, as well as I can describe it, the true feeling and sentiment of the native Hawaiian at the present time and the position he assumes toward the local administration. Unfortunately for the Republican party in Hawaii, nearly all of the prominent men concerned in the overthrow are among its most influential leaders.

Like all good citizens having the interests of the Territory at heart, no one desires to see the present political tension continue. It must be remedied; if not by ourselves, then by Congressional action. To my mind, county and municipal government affords the only solution. With all due respect to the opinions of those opposed to a change of our administrative system, I state it as my candid opinion that nothing short of the total disintegration of the present monarchical government will fully reconcile the electorate to their new conditions and accomplish what is very much desired in this Territory at the present time—a peaceful community. This may be a radical view to take, but it required radical means to overthrow the monarchy.

In advocating the change, let me present some practical illustrations of the working of our present centralized government as applied to the country districts. As chairman of the Waialua road board I am required by law to furnish bonds. No salary is attached to the office, and yet many of the salaried officials of the central government who have the receiving and paying of large sums of public moneys are not required to file any bond whatsoever. The people in the country districts have no voice whatever in their local administration, all officials being directly under the control of the department heads and subject to their direction. The local taxes of whatever kind or nature

are collected and deposited in the treasury, the taxpayer has no voice, except through the legislature, how the taxes shall be expended. The only exception is the road tax, an insignificant sum. Although the law distinctly states that this fund is available to the respective road boards, the moment it is deposited in the treasury by a contrary ruling it can not become so until so notified by the department. Not only this. A recent order of the department makes it obligatory on road boards to first obtain its approval of contracts for roads of \$100 and over, when the law governing public contracts specifies the amount at \$500. Even in the only instance where the law provides for local control of public funds every restriction imaginable is imposed by department heads, rendering the object of the law practically useless. An instance of the gross injustice in the distribution of public funds might be illustrated in the case of Waialua, where Waialua's present taxation returns to the general government to \$52,700, in round numbers. Waialua received back, to be expended in the district in the shape of road funds, salaries of officials, etc., less than \$17,000. The sum of \$35,700, or nearly 70 per cent of the taxation, therefore constitutes the people of Waialua's contribution for the improvement of Honolulu's streets and the benefit of the communities. If this is not taxation without representation it is a door to it. These are only a few instances of the one-sidedness of our centralized system where the people who control know nothing of the needs and requirements of the outside districts.

As I have already publicly expressed my opinions on city and territorial government in answer to the opponents of the measure characterizing the native electorate with incompetency and irresponsibility, I will not take up the time of your committee by reiterating them here. I will only say that, whatever the system, surely none can be found that will equal the present one in extravagance; for when we are realized that for administrative purposes alone, exclusive of the expenses, over a million dollars a year is expended, equal to \$7 a head for every man, woman, and child in the Territory, that aside from its oligarchal features, ought to afford ample reasons why a speedy change should be made.

Respectfully submitted.

CURTIS P. I

WAIALUA, *September 24, 1902.*

COMMISSION OF PUBLIC LANDS,
TERRITORY OF HAWAII
Honolulu, September 10

*To the Chairman Subcommittee of the Senate Committee
on Pacific Islands and Porto Rico, Honolulu, Hawaii*

SIR: In compliance with your request, I beg to forward you, with the inclosed statements showing receipts and expenditures of this department during the year ending June 30, 1902.

Very respectfully, yours,

EDWARD S. BOYD
Commissioner of Public Lands

Memoranda regarding the Hawaiian public lands.

Statements relating to the public lands of the Hawaiian Islands were published in various reports which have been presented to Congress. Among them are the following:

Blount's report, 1893: Hawaiian Lands, by C. J. Lyons, on pages 10 to 429. Morgan's report, 1894: Evolution of Hawaiian Land Tenures, by S. B. Dole, pages 56 to 66. Report Hawaiian Commission, 1898: Report Committee on Public Lands, page 96. Report Committee on Territories, 1900: "The division of Mahele," 1846-1855, page 1; "The Crown lands," page 69; "Statement regarding surveys in Hawaii," by Henry S. Pritchett, page 104; "Hawaiian public lands," by S. B. Dole, pages 105 to 108.

Perhaps the most concise and yet clear statement of the status of the title of the Crown lands is that of J. F. Brown, on pages 69 to 71 of the report of the Committee on Territories of the House, above referred.

Receipts public lands office during the year ending June 30, 1902.

LAND REVENUE.		
Receipts:		
General leases.....	\$95,577.93	
Right-of-purchase leases	5,266.20	
Olaa leases.....	193.23	
Punkapu leases.....	21.00	
Miscellaneous	1,233.60	
Interest homestead	355.34	
Special agreements	1,087.63	
Olaa agreements.....	61.00	
Fees.....	65.50	
		\$103,886.69
Land sales:		
Right-of-purchase leases	9,518.07	
Special agreements	1,902.14	
Homesteads.....	1,288.88	
Olaa lots.....	12.40	
Cash sales	315.00	
		13,036.49
		116,923.18

Statement of expenditures for the year ending June 30, 1902.

Item.	Appropriation.	Expended.
Salary of commissioner.....	\$7,200.00	\$3,600.00
Salary of secretary and subagent, fifth land district.....	4,200.00	2,100.00
Salary of clerk and patent clerk	2,400.00	1,200.00
Salary of messenger for registry of conveyance and land office.....	1,800.00	900.00
Salary of subagent, first land district	2,400.00	1,000.00
Salary of clerk and ranger, first land district	1,200.00	600.00
Salary of subagent, second land district	1,200.00	600.00
Salary of subagent, third land district	960.00	480.00
Salary of subagent, fourth land district.....	1,200.00	600.00
Salary of subagent, sixth land district.....	720.00	.....
Salary of ranger, second land district.....	720.00	360.00
Salary of ranger, third land district	720.00	360.00
Salary of ranger, fourth land district	720.00	360.00
Salary of ranger, fifth land district	720.00	360.00
Stationery (including land-patent books, etc.).....	5,250.00	.....
Traveling expenses .....	.....	876.70
Printing .....	.....	145.00
Advertising.....	.....	1,224.52
Post expenses .....	.....	1,118.88
Primary roads and trails	7,000.00	.....
Expenses filing boundary certificates	800.00	70.00
Total	38,710.00	15,950.70

AUGUST 31,

JAMES G. SPENCER, Esq.,
Honolulu.

SIR: I am directed by his excellency the minister of the interior to acknowledge receipt of your application under yesterday's date for the continuance of the privilege granted you as a tenant at Hanaiakamalama for another year.

I am further directed to say that the government does not intend to lease the premises to a regular tenant, as that would to a great extent expose the adjacent water supply to trespass and injury. Yet he really appreciates the fact of your having repaired at considerable cost and saved from decay the house which you are now occupying, and for the reason that the government has no use at present for the building, and that he considers your occupancy to be to a great extent a protection to the property, he consents to your remaining in charge as tenant for another year at a rental of \$50.

I am further directed to thank you for your offer in regard to removing the Lantana from the portion of the premises occupied by you.

I have the honor to be, your obedient servant,

J. A. HASSENBERG,
Chief Clerk.

INTERIOR OFFICE, *September 1, 1891.*

Received September 4, 1891, from James G. Spencer, the application for the use and occupation of a portion of that tract or land situate in Nuuanu Valley, and known as Hanaiakamalama, the same being bounded as follows: Beginning at the entrance of Nuuanu avenue, thence following the road along the edge of the Kalo patches to a stake marked "X;" thence mauka, passing including a certain concrete bathing place, to the Puiwa road, thence along said road to the Nuuanu avenue; thence along said road to the starting point, including the buildings thereon, as tenants in common. It is understood and agreed upon that the said J. G. Spencer shall have the right to lay on water from the Government main (paying therefor the cost) and to expend a sum of not less than \$300 in sundry repairs to the dwelling house, the water to be laid on and the repairs to be made within six months from the date hereof. All improvements shall revert to the Government. From and after the expiration of six months the Government may reenter and take possession of said premises after an additional six months, due notice of which to be given said J. G. Spencer.

C. N. SPENCER,
Minister of the Interior.

SEPTEMBER 1,

MR. EDWARD S. BOYD,
Commissioner of Public Lands, Honolulu, Hawaii Territory.

DEAR SIR: As you have asked me for particulars regarding the lease of Hanaiakamalama, I gladly furnish you with the same.

The charge that the lease was made to me by the present government because of my connection with the Chamber of Commerce is entirely unfounded.

without foundation, and is untrue. The original arrangement was made with the minister of the interior under the monarchy, and long before I was an officer of the chamber.

The property was bought by the government from the estate of Queen Emma because of the water rights belonging to it, which were required at that time in connection with the supply of water for Honolulu. At that time, or soon after, plans were made for a filter plant on the premises, lack of funds up to the present date preventing the carrying out of these plans.

The government had at no time felt justified in renting the premises, and for years they were unoccupied and an expense to the government or caretaking, as I was informed, of \$40 per month.

The house was leaking, the woodwork being gradually destroyed by ants and borers, and the outbuildings disappearing through drafts upon them for kindling wood, windows, doors, etc., being carried away, and the old trees being cut down for firewood.

It being necessary to the health of my family that I should obtain a residence at a certain elevation, I made a proposition to the government to take charge of the premises, put them in habitable condition, ignore or make friends with the ghosts supposed to be in occupancy, prevent destruction of trees, etc., on condition that I should have the place, rent free, until such time as the government should require the property, would sell it to me, or would rent it for a term of years.

This proposition was accepted, but in order to protect me in the outlay necessary to make the house habitable, by giving me a year's notice of its requirement by the government, it was agreed that a nominal rental of \$50 per year and water rates be paid by me.

I have at all times been ready to lease the premises for a term of years, or become a bidder for it should it be put upon the market; but considering the purpose for which the property was held by the government, any proposition to this effect has not been considered.

In addition to the saving to the government of the expense of a caretaker, which I have practically been during the term of my occupancy, I have expended between two and three thousand dollars in repairs and improvements. During the past year I have expended in making roadway, walling up gateway, repairs to building, and removing lanterns, several hundred dollars.

The place is being kept intact for the purposes of the Honolulu water works, and any insinuations that I am in possession of the property because of action by the Honolulu Chamber of Commerce or because of any improper support I am able to give to the government through that body, is absolutely false.

Very truly, yours,

JAS. GORDON SPENCER.

COMMISSION OF PUBLIC LANDS.

The lease of 12,000 acres of the land Puuanahulu was sold at public auction, on the 31st day of May, 1898, at 12 o'clock noon, at Kailua, N. Kona, Hawaii, for a term of twenty-one years, at an upset rental of \$150 per annum, payable semiannually in advance.

The lease was sold to Messrs. Hind & Low at the upset rental named. Among other provisions of the lease are:

That the lease is upon the express conditions, viz, improvements to the value of not less than \$2,000 to be made within three years of

date of lease; all lantana upon the leased tract to be rooted out during said period of three years, and spread of same to be prevented.

Stone wall to be maintained across mauka (upper) boundary of leased tract to and into flow of 1859, and wild cattle above such on south of lava flow 1859 to be destroyed.

One hundred and fifty acres of leased tract to be planted in lantana (Algeroba) or other valuable forest trees. The sum of \$50 per year to be expended in exterminating prickly pear during term of this lease or until such prickly pear is exterminated.

Holders of surveyed lots on Puuanahulu shall have the privilege of taking dead wood from this leased tract or live trees for building fence purposes.

Map herewith shows the portion leased.

COMPARATIVE.

Total number of cases by years:

1898-99.	1900-1901.
489	647
539	780
1,028	1,427

By divisions they were as follows:

	1898-99.
Criminal	2
Divorce	1
Equity	4
Law	1
Probate	
Total	1,028

COMMISSION OF PUBLIC LANDS.

Approximate receipts from Crown lands from January 17, 1893, to September 1, 1894.

Right-of-purchase leases	
Cash freeholds	
Cash sales	
Special agreements	
Olaa lots	
Olaa leases	
Puukapu lots	
Puukapu leases	
Kaimu and Waiakolea leases	
General leases (rents)	

List of lands known as "crown lands" now leased as public lands.

District and name of land.	Area.	Leased by--	Num-ber of lease.	Date of lease.	Annual rental.	Expires.	Area taken for settle-ment pur-pose.	Estimated value.	Remarks.
ISLAND OF HAWAII.									
Kona:									
Puuwaawaa.....	40,000.00	Commissioners of crown lands.	186	Mar. 1, 1894	\$1,210.00	Aug., 1913	.....	\$25,000.00	Grazing land, rocky and no running water.
Halechlu.....	500.00	do.....					85.35	750.00	Rocky grazing land.
Waialea II.....	240.00	do.....					219.80	250.00	Coffee land.
Puu.....	840.00	do.....						1,000.00	Rocky grazing land.
Onouli.....	360.00	do.....						500.00	Dense forest land.
Honomalino.....	6,000.00	Commissioners of crown lands.	182	Jan. 1, 1899	405.00	Jan., 1904	.....	18,750.00	Grazing and coffee land.
Kau:									
Kapapala.....	172,780.00	do.....	106	July 1, 1887	1,200.00	July, 1907	.....	100,000.00	Principally grazing land.
Waiohinu.....	15,210.00	do.....						35,000.00	Cane and grazing land.
Puna:									
Olaa.....	54,000.00	Commissioners of crown lands.	40	Feb. 26, 1877	80.00	Feb., 1902	18,571.00	127,750.00	Coffee land.
Apua.....	9,420.00	do.....						8,000.00	Grazing.
Kehena.....	800.00	do.....						2,000.00	Grazing land.
Waialeale-Kaimu.....	5,310.00	do.....						10,000.00	Do.
Hilo:									
Waialea.....	95,000.00	Commissioners of crown lands.	124	June 1, 1888	2,000.00	June, 1918	.....	262,500.00	Cane and coffee land.
Ponahawai									
Pihonua.....	57,200.00	Commissioners of crown lands.	108	Mar. 1, 1887	300.00	Mar., 1921	1,765.90	1,000.00	Homesteads.
Humuula.....	101,500.00	do.....	75	Mar. --, 1876	1,000.00	Apr., 1908		75,000.00	Coffee and cane land.
Hakalau-Iki.....	570.00	do.....	56	Oct. 15, 1896	500.00	Oct., 1908		80,000.00	Cane and forest land.
Manowaiopae.....	180.00	do.....	180B	Mar. 28, 1898	180.00	Apr., 1908		25,000.00	Cane land.
Hamakua:									
Kalopa.....	6,600.00	do.....	101	July 1, 1886	1,083.00	July, 1913		5,000.00	Do.
		Commissioners of public lands.	508	Oct. 1, 1898	2,776.00	Oct., 1919		66,500.00	Cane, coffee, etc.
Honokaa.....	5,108.00	Commissioners of crown lands.	55	Oct. 1, 1878	305.00	July, 1913		47,750.00	Do.
Waipio lands.....	5,000.00	do.....	107	July 15, 1887	75.00	July, 1912		5,000.00	Rice and grazing land.
Waimanu.....	5,000.00	Commissioners of public lands.	524	Jan. 1, 1899	400.00	Jan., 1920		7,500.00	Rice and taro.
Kohala:									
Pololu.....	1,300.00	Commissioners of crown lands.	80	July 1, 1884	600.00	July, 1904	.....	10,000.00	Deep valley.

Kamehameha Puuhi Kapanea	8,700.00 11,000.00 2,300.00	Commissioners of crown lands.	117	Feb. 10, 1888	1,200.00	Jan., 1914	30,000.00 5,000.00	Do.
ISLAND OF LANAI.								
Lanai								
Kamoku	8,300.00	do	167	Dec. 19, 1880	500.00	Jan., 1916	8,000.00	Grazing land.
Poomai	9,000.00	do					12,000.00	Do.
ISLAND OF KAUAI.								
Kauai								
Kalahoo	4,000.00	Kamehameha IV	13	Feb. 15, 1889	800.00	Feb., 1908	615,000.00	Grazing and wood land.
Hanapepe	8,000.00	Commissioners of crown lands.	58	Dec. 27, 1887	1,000.00	Dec., 1917	60,000.00	Valley, mountain, and grazing.
Waimea	92,400.00	do	112	do	1,300.00	do	200,000.00	Cane, grazing, etc.; valu- able water supply.
Hanalei	16,400.00	do					45,000.00	Cane and grazing land.
Kauai								
Anaholo-Kapea	13,400.00	Commissioners of crown lands.	44	May 1, 1877	600.00	May, 1907	120,000.00	Cane, rice, and grazing land.
Waiaua-uka	17,400.00	do	108 B	Oct. 1, 1887	1,200.00	Oct., 1917	175,000.00	Valuable cane land; abun- dant water supply.
Waiaua-kai	2,800.00	do	171	Apr. 13, 1881	500.00	July, 1921		
ISLAND OF OAHU.								
Kona								
Kahauiki	1,800.00	Commissioners of crown lands.	126	July 2, 1888	500.00	Jan., 1913	30,000.00	Rice, grazing, etc.
Kapalama lands	10.00	Territory of Hawaii	536	Jan. 1, 1901	350.00		3,000.00	Rice lands.
Kapalos	10.00	Commissioners of crown lands.	127	July 1, 1888	200.00			
Pukele-Waiomao	940.00	do	172	May 12, 1889	200.00	Apr., 1908	2,500.00	Rice and taro land.
Waikiki lands	60.00	do	185	Jan. 1, 1889	585.00	Jan., 1904	6,000.00	Rice, taro, and grazing land.
Wailupe	40.00	do	526	Apr. 1, 1899	60.00		10,000.00	Rice lands.
Kulouen	500.00	Territory of Hawaii	109	Oct. 19, 1887	200.00	Nov., 1902	1,000.00	Fish pond.
Puhia-Piliamao etc.	50.00	Commissioners of crown lands.	173	Sept. 16, 1881	100.00	July, 1911	4,000.00	Dry; grazing.
Koolau		do	70	July 1, 1880	220.00	July, 1912	4,000.00	Taro and rice land.
Waimanalo	6,500.00	do	165	Nov. 22, 1890	1,500.00	Nov., 1920	100,000.00	
Kawailoa	500.00	do	114	Jan. 27, 1888	400.00	Feb., 1908	5,000.00	
Kalaeapuhi, etc.	1,500.00	do					16,000.00	
Koaabala	579.00	Commissioners of crown lands.	188	May 19, 1888	300.00	May, 1913	5,000.00	
Makawai-Hopeke	1,200.00	do					5,000.00	Rice land.
Hauula	1,570.00	do					5,000.00	Grazing land, lease sur- rendered.
Fouma'u	2,000.00	Kamehameha III	5	Feb. 27, 1882	150.00	Feb., 1902	5,000.00	Grazing land.
Pupuke	2,350.00	do	6	do	150.00	do	5,000.00	Do.
Waialea	780.00	do	8	Sept. 1, 1881	150.00	Sept., 1901	3,000.00	Do.

List of lands known as "crown lands" now classed as public lands—Continued.

District and name of land.	Area.	Leased by—	Num-ber of lease.	Date of lease.	Annual rental.	Expires.	Area taken for settle-ment pur-poses.	Estimated value.	Remarks.
ISLAND OF OAHU—continued.									
Waianae:									
Waianae-kai.....	6,100.00	Commissioners of crown lands.	60	July 1, 1879	\$1,200.00	July, 1909	.....	\$75,000.00	Cane, coffee, and grazing (portions rough and dry). Grazing land.
Waianae-uka.....	14,700.00	.....do.....	68	Jan. 14, 1882	500.00	Jan., 1912	.....	50,000.00	
Kesau.....	2,430.00	.....do.....	110	Oct. 11, 1887	400.00	Nov., 1902	.....	8,000.00	Grazing; rough mountain land.
Lualualei.....	14,700.00	Territory of Hawaii.....	535	.....	.....	.....	.....	55,000.00	Cane and grazing land.
Nanakuli.....	3,430.00	Commissioners of crown lands.	69	Feb. 28, 1882	570.00	Feb., 1912	.....	10,000.00	Grazing land.
Ewa:									
Waikakalaua.....	500.00	.....	.....	.....	.....	.....	.....	2,000.00	Grazing; included in lease No. 68.
Pouhala.....	800.00	.....	.....	.....	.....	.....	.....	3,000.00	Grazing land and fish pond.
Weloka.....	26.00	Commissioners of crown lands.	130	July 1, 1888	100.00	Jan., 1918	.....	3,000.00	Fish pond.
Honokowallani, etc.....	11.00	.....do.....	75	Jan. 1909	.....	.....	.....	1,500.00	Rice land.
Aiea.....	1,170.00	.....do.....	66 A	Jan. 14, 1882	250.00	Jan., 1913	.....	8,000.00	Cane and grazing land.
Total.....	920,633.00	.....	.....	.....	85,294.00	.....	.....	.....	.....

This indenture, made this — day of —, A. D. 18—, between the commissioners of Crown lands, of the first part, and — of the second part, witnesseth, that for and in consideration of the covenants, and agreements hereinafter reserved and contained, on the part and behalf of the said part — of the second part, — executors, administrators, and permitted assigns, to be paid, kept, and performed, they the said parties of the first part, by virtue of the authority in them vested, by the act entitled "An act to relieve the royal domain from encumbrances, and to render the same inalienable," approved January 3d, 1865, have demised and leased, and by these presents do demise and lease unto the said part — of the second part, — executors, administrators, and assigns, all — except the timber trees, and all young trees fit and proper to be raised and preserved for timber trees, now growing or being, or which shall hereafter grow, or be in and upon the above-demised premises, or any part thereof: together with free liberty of ingress, egress, and regress, and for the said parties of the first part and their successors in fee. To have and to hold, all and singular, the said premises above mentioned and described, with the appurtenances (except as before excepted) unto the said part — of the second part, — executors, administrators, and assigns, for and during the term of — years, to commence from the — day of — A. D. 18—, the said part — of the second part, — executors, administrators, and assigns, yielding and paying therefor during the continuance of the term unto the said parties of the first part and their successors in office the yearly rent of — dollars over and above all taxes, charges, and assessments to be levied or imposed upon the said premises by legislative authority: Such rent to be paid by equal half-yearly instalments in advance on the — days of — and — each year. The first payment of the said rent to be made on the — day of —. And the said part — of the second part for — and — executors, administrators, and assigns, do — covenant, promise, and agree to and with the said parties of the first part and their successors in office that — the said part — of the second part, — executors, administrators, and assigns, shall and will well and truly pay, or cause to be paid, unto the said parties of the first part, or their successors in office, the said — rent above reserved, clear of and over and above all taxes, impositions, charges, and assessments whatsoever. And also that — the said part — of the second part, — executors, administrators, and assigns, shall and will, from time to time, during the term of this present demise, bear, pay, and discharge all taxes, charges, impositions, and assessments, ordinary and extraordinary, which may hereafter, at any time during the continuance of the said term, be laid, levied, assessed, or charged on the said demised premises or any part thereof, or upon any improvements made or to be made thereon, which may be imposed or charged on the said parties of the first part, or their successors in office, for or in respect of the said premises, or any part thereof, and shall and will indemnify the said parties of the first part, and their successors in office, of, from, and against all damages, costs, and charges which they may at any time sustain or be put to in reason of any neglect in the due and punctual discharge and payment of the taxes, impositions, charges, and assessments. And also that — the said part — of the second part, — executors,

administrators, and assigns shall and will bear, pay, and discharge, at his or their own cost and expense, all costs and charges for fencing the whole or any part or parcel of the above-demised premises, if such fencing should so be required by any law now in force, or that may be hereafter enacted by legislative authority, and shall and will indemnify the said parties of the first part, and their successors in office, of, from, and against all damages, costs, expenses, and charges which they may at any time sustain by reason of any neglect or refusal of the part— of the second part, ——— executors, administrators, and assigns in the performance of the premises and agreements last aforesaid. And also that ——— the said part— of the second part, ——— executors, administrators, and assigns, shall not, nor will at any time during the term hereby granted, do or commit, or permit or suffer to be done, any willful or voluntary waste, spoil, or destruction, in and upon the above-demised premises, or any part thereof or cut down, or permit to be cut down, any timber trees or any tree fit and proper to be raised for timber trees now growing or being, or which shall hereafter grow or be in and upon the above-demised premises, or any part thereof; and will, at the end or other sooner determination of the said term hereby granted, peaceably and quietly leave and yield up unto the said parties of the first part, or their successors in office, all and singular the premises hereby demised, with all erections, buildings, and improvements of whatever name or nature, now on or which may be hereafter put, set up, erected, and placed upon the same, in as good order and condition in all respects (reasonable use, wear, and tear excepted) as the same are at present or may be after be put by the said part— of the second part, ——— executors, administrators, or assigns. And also that ——— the said part— of the second part, ——— executors or administrators, or any of them, shall not, nor will, at any time during the continuance of the said term, assign over the said premises, or any part thereof, to any person or persons whomsoever, without the license and consent of the said parties of the first part, or their successors in office, in writing under their hands first had and obtained for such purpose.

And the said parties of the first part, for themselves and their successors in office, do covenant, to and with the said part— of the second part, ——— executors, administrators, and assigns, by these presents, that the said part— of the second part, ——— executors, administrators, and assigns shall or may at all times during the said term hereby granted, by and under the rent, covenants, conditions, and agreements herein contained, peaceably and quietly have, hold, occupy, possess, and enjoy, all and singular, the said premises hereby demised and every part and parcel thereof, with the appurtenances (except before excepted), without the let, trouble, hindrance, molestation, interruption, and denial of the said parties of the first part, or their successors in office, or of any person or persons whatsoever, lawfully claiming, or to claim the same, or any part or parcel thereof: provided always, and these presents are upon this condition, that it shall happen that the yearly rent, hereinbefore reserved, shall be behind and unpaid in part, or in all, by the space of ——— days after the same ought to be paid, according to the reservation aforesaid, whether the same shall have been demanded upon the said demised premises or not; or if the said part— of the second part, ——— executors or administrators, shall assign the said premises, or any part thereof,

any person or persons, without the license or consent of the said parties of the first part, or their successors in office, first had and obtained in writing; or if the said part— of the second part. ——— executors, administrators, and assigns, shall not well and truly observe, keep, and perform, all and singular, the covenants and agreements, on his and their parts, to be observed, kept, and performed, according to the intent and meaning of these presents, that then and from thenceforth, in any of the said cases, it shall and may be lawful to and for the said parties of the first part, and their successors in office, without warrant or other legal process, into and upon the said hereby demised premises, or any part thereof, in the name of the whole, to reenter, and the same to have again, repossess, and enjoy, as in their first and former estate and right, this indenture, or anything hereinbefore contained, to the contrary thereof in anywise notwithstanding.

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in the presence of—

 _____.

STATEMENT PRESENTED TO THE MEMBERS OF THE COMMISSION OF THE UNITED STATES SENATE BY THOMAS FITCH.

SENATORS: I have been a resident of and a member of the bar of Hawaii Territory for the past seventeen months, and I take advantage of your general invitation to offer some suggestions as to matters which you have under consideration.

AMENDMENT TO THE CODE, ETC.

The civil code of Hawaii, as well as the organic act, needs revision in many particulars, a few of which I will suggest.

Attachments may be issued from district courts, the jurisdiction of which is limited to \$300, while there is no statutory provision for attachments from circuit courts.

There is no statute providing for the arrest of a debtor who is about to leave the Territory with intent to defraud his creditors, and the matter are remitted to the doubtful remedy of invoking writs of ne habere regno.

The distinctions between law and equity practice, which have been abolished in all the code States and Territories, still exist here.

There is no provision for continuing an action where the plaintiff has made a transfer of his interest during its pendency.

Suits of real estate on execution or under a decree of foreclosure are allowed, and no equity of redemption is allowed the judgment debtor.

The usefulness of the United States district court is abridged by the inability to transfer to it actions between citizens of Hawaii and citizens of other States and Territories.

Costs are excessive in the circuit courts; \$37 are required to be deposited by the plaintiff on commencing suit, while in Arizona and New Territories but \$10 is exacted.

Costs of appeal from the United States district court to the United States circuit court of appeals are excessive. In a recent case the

expense of appealing from an order sustaining a demurrer to the complaint exceeded \$300.

The right of appeal to the Federal courts from a decision of the supreme court of Hawaii is denied—a right that has been enjoyed by the people of every organized Territory since the formation of our Government.

Appeals from circuit courts to the supreme court of the Territory are conducted in a loose and primitive manner. With a notice of appeal not specifying the errors relied upon, and with a bond for \$50,000, the losing party may (unless for good cause shown an execution is allowed) stay proceedings upon a judgment for \$50,000. The notes of the evidence, when written up, are—with the original files of court—sent by the clerk of the circuit court to himself as clerk of the supreme court, and these, without any assignment of errors, and without a printed transcript of the record, constitute the “appeal.” If the justices of the supreme court do not find in this “record” sufficient material for a decision, they are empowered to admit “newly discovered evidence material to a just decision.” In one case recently decided the judges admitted *ex parte* evidence of an act done by the respondent subsequent to the judgment, holding that as it was nonexistent evidence at the time of the judgment it was, therefore, “newly discovered evidence,” although it consisted of a trust deed, executed and of record five days before the notice of appeal was filed, and which was never brought before the circuit judge who made the decision, by motion for a new trial, or rehearing, or otherwise, and indeed was not brought before the supreme court until a few days before the hearing of the appeal, when the attorney for appellant “discovered” it in the registrar’s office, where it had been recorded for months.

The effect of a continuance of the present system will be to turn the supreme court into a tribunal of both original and ultimate jurisdiction in the same case and to impose upon its members the intolerable burden of trying all cases *de novo* on questions of both law and fact with no appeal from their decisions. If litigants were to avail themselves in all cases of the opportunities afforded them by the code, it would be physically impossible for the judges of the supreme court to dispose of all the cases brought before them, and their calendar would be choked with an accumulation of business that it would take years to dispose of.

The Territorial legislature will not meet until February. Its physical complexion may be such that it will decline any interference with laws which, though suitable for the Kingdom, are altogether unsuitable for the Territory of Hawaii. Its session is limited to sixty days and there would be no time for it to prepare a suitable code or to obtain a report from a commission empowered for that purpose.

I suggest that Congress might adopt a code for Hawaii similar to that of Alaska or provide for a commission to prepare a code to be submitted either to the Territorial legislature or to Congress for enactment.

CROWN LANDS.

That ex-Queen Liliuokalani is equitably entitled to a liberal pension from Congress, and that the granting of such pension would tend to modify if not to terminate any lingering acerbities of feeling among the native Hawaiians resulting from the loss of the monarchy has

clear to this Commission by the testimony of many witnesses. Let such relief should, in my opinion, be accorded her solely upon the ground that the United States contributed to her dethronement and is the gainer by her loss, and not upon the assumption of her being entitled to the Crown lands. Under the Hawaiian laws the Crown lands were never her personal possession. She could not while on the throne have sold or mortgaged a single acre. She was entitled only to the income from their lease or sale. If her overthrow had been accomplished by a rival claimant to the throne she would have lost that income and it would have been vested in the usurper. The principle is elementary that the title to public lands passes to the new government de facto whether the change has been effected by peaceful methods or by revolution.

It will be noted that each State admitted to the Union was required, as a condition of its admission, to insert in its constitution a clause disclaiming in favor of the United States all title to public lands.

Nor would it be to the interest of the people of Hawaii to vest in the Queen a title to all the public lands. In what manner those lands should be disposed of I do not venture to suggest, but it is clear to me that the public interest demands that they ought not to be the subject of monopoly.

COFFEE.

It can not, I think, be reasonably expected that the people of the United States who have for years been accustomed to a free breakfast table will consent to the imposition of a tariff duty on coffee. Yet Congress might readily agree to a bounty on Hawaiian grown coffee of say 4 cents a pound for a term of ten years, and it might be proposed that a portion or all of the customs duties received at Honolulu should be placed into a special fund for the payment of coffee bounty. Hawaiian coffee is of such superior excellence that it will command a remunerative price and could be profitably grown without a bounty if enough of it were raised to supply the special market that could readily be created for it. But no market can be created on a production of 25,000 bags or with less than ten times that number per annum. A bounty of 4 cents per pound would stimulate production and cause new areas to be planted and cultivated by white American farmers, and so supply the body politic with a much needed class of citizens.

PENDING PROBLEMS.

It is altogether profitless to discuss at this time the methods by which the monarchy was overthrown and these islands made a part of the United States. Annexation was apparently the only measure by which Hawaii could have been saved from becoming, if not a Japanese colony, at least a Japanese Republic.

The guaranty of her independent nationality given by European powers did not extend to preserving the control of her government in Japanese who should avail themselves of the voting power for that purpose. Yet annexation, however necessary to Hawaii politically and however advantageous to the United States in every way, was a decided financial and commercial disadvantage to the people of Hawaii. The gains of an open American market, which had gone into the pockets of the sugar companies and their factors,

bankers, and dependents, while the loss of customs revenues was made out of the pockets of the taxpayers. At this time it is doubtful if even the sugar companies have not the worst of the bargain, for they must submit to increased local taxation, while the labor cost of producing sugar has been increased by the operation of the Chinese-exclusion act, and the advantages of an open American market for sugar (which might have been obtained by a continuance of reciprocity) may possibly be neutralized by tariff legislation with respect to Cuba.

A COLONIAL POLICY.

Were it not for the action of Congress in creating for Porto Rico and the Philippines a colonial policy differing from that pursued in the mainland Territories I should despair of the future and should apprehend that these fair islands were on the road not to Americanization but to insolvency. But the Supreme Court of the United States has affirmed the constitutional power of Congress to punish polygamists in Arizona and subsidize them in Sulu; to appropriate the customs revenues in Porto Rico to the maintenance of schools and repairs on highways, while Oklahoma is compelled to build her own schoolhouses and construct her own roads; and to abolish the ancient despotic Spanish laws in New Mexico and perpetuate them in the Philippines.

From the fact that Congress has made special laws for other insular possessions, I have strong hopes that it may extend its beneficent power to the people of these islands and accord to them the only remedy that will save their great industry from ruin and their cities from depopulation and decay.

By whatever changes of laws or treaties the necessary legislation may be effected, Hawaii must have an adequate supply of Chinese labor in the cane fields or many of the sugar plantations will be abandoned. It will not be difficult to so frame the law as to allow entrance of agricultural laborers only, and to provide that when a Chinaman drops the hoe he must go on board of the first ship bound for Asia. To accord to Hawaii such legislation would not deprive a single mechanic of his job, and would create well-paid jobs for thousands of American workers in the various mechanic industries and arts, from the practice of which in this country alien Asiatics should be rigorously excluded. I am but a young old man, yet I have seen cities as large and as populous as Honolulu deserted because of the decay of the one industry that had promoted their growth.

I have the strongest hope, Senators, that the result of your investigations here will cause you to make such representations at Washington as will induce Congress to grant relief to this people, and that they will remember the maxim that "He gives twice who gives quickly."

With some reluctance I offer a word of criticism concerning the action of Secretary Cooper and Governor Dole. Both are lawyers, both have been judges, and both are gentlemen of well-deserved reputations for probity. Both know the sacredness of a trust fund, especially of a fund in which a portion of the scanty earnings of poor and helpless aliens had been deposited in order to enable them, when their term of service should expire, to be returned to their native land. How it was that Secretary Cooper found it consistent with his knowledge and his business acumen to take a trust fund of \$1,000,000 from the safe custody of a national bank and place it in the hands

official who gave no bonds I can not comprehend, and it is still more comprehensible that Governor Dole should have permitted this trust fund to be used for ordinary public expenditures and allowed available treasury warrants to be substituted for gold coin.

HONOLULU, *September 25, 1902.*

to the honorable subcommittee of the Senate Committee on Pacific Islands and Porto Rico.

SIRS: At your invitation I have the honor to submit the following statements in regard to the land laws of this Territory and their administration:

In the first place, it must be remembered that this is not a new country just opened for settlement, but a very old country, which had a dense population and was minutely subdivided long before the arrival of white men. These ancient subdivisions still exist and are the basis of our land titles to-day. The main points of the Hawaiian system of land tenure are explained in an article written by me as a Government report in 1882 and reprinted in Thrum's Annual in 1891, which I will file herewith. Mr. J. F. Brown's report as agent of public lands (which is appended to Mr. Knox's report from the committee of the House on Territories, Report 305, Fifty-sixth Congress, first session), leaves little to be desired.

TOPOGRAPHY.

The ancient system of dividing the land was in great measure influenced by the topography of the country, consisting as it does of volcanic mountains rising abruptly out of the ocean and deeply furrowed, especially on their windward sides, by precipitous ravines. Within these narrow limits the diversity of surface, of quality of soil, rainfall, and vegetation is truly remarkable, and helps to explain the peculiarities of their ancient system, as well as the difficulty of framing suitable land laws to meet the existing conditions.

THE GREAT DIVISION. •

It is not necessary at this time to rehearse the history of the great division which took place in 1848 and which changed the tenure of land from a feudal basis to that of individual freeholds. At the close of this division the King, Kamehameha III, held about 1,000,000 acres, which constituted the crown lands, while the chiefs held about 1,000,000 acres and the government an equal amount.

The 11,000 homesteads awarded to the common people were small in extent, averaging about 2½ acres apiece, but they comprised the best part of the lands, and with them the common people received rights of fishing, under certain restrictions, rights to wood and water, and exemption from compulsory labor. Many friends of the natives have believed that the transition was too sudden, and that better results would have followed if the "kuleanas," instead of being freeholds, had been "homestead leases," inalienable and conditioned on occupation and improvement.

The chiefs soon felt the effect of these changes in the diminution of their incomes, and too many of them, in consequence of their improvi-

dent habits, were driven to sell or mortgage their lands to foreigners which they could not have done under the former régime. Most of them died childless and in debt, and many of their lands were sold in settling their estates. Lunalilo, by his will, directed his executor to sell his extensive lands and invest the proceeds to establish and endow the home for aged and indigent Hawaiians. In these ways many lands came into the possession of foreigners under fee simple title. Fortunately the crown lands were made inalienable in 1865, and thus reserved as national lands.

EARLY LAND SALES.

Immediately after the great division of 1848 the government appointed land agents in every district to sell land in small parcels to natives at nominal prices, ranging from 12 cents to \$1 an acre. Land on some large tracts were sold to foreigners. Before the year 1850 probably 500,000 acres were disposed of, largely to natives, as shown by the published index of grants. These sales took the "cream" of the government's lands, leaving on its hands the less desirable and unsalable remnants.

From that time on there was a lull in the sales of government lands and the policy of leasing them was preferred, partly from the lack of definite information regarding them and partly from dislike of seeing them pass into the hands of foreigners. In 1876 an act was passed requiring all sales or leases of government lands above \$300 in value to be made at public auction.

THE FIRST HOMESTEAD LAW.

The first homestead act, to encourage the acquirement of small holdings by industrious farmers of small means, was introduced in the legislature of 1884 by Hon. S. B. Dole and carried by the efforts of the Reform party. Little, if anything, was done to carry out the purpose of the act till after 1887. Opportunity was given by it to acquire lots, not over 20 acres in area, ten years being allowed for the payment of the purchase price, three years' residence and the building of a house being also required in order to secure a title. Under this act 528 holdings were taken up, comprising 8,504 acres. It was, however, not sufficiently stringent in regard to the requirement of actual cultivation of the land, and the lots offered were too small for any but the poorest settlers.

THE HOMESTEAD ACT OF 1895.

After the revolution of 1893, the crown lands, most of which were held under long leases, were declared to be government lands. The present land law was drawn up in 1895, mainly by Hon. S. B. Dole, with a view to promote the settlement of the remaining government lands by bona fide farmers, to frustrate, if possible, the schemes of speculators and land grabbers and to meet the widely varying conditions to be found in this Territory. A thorough study had been made of the methods employed in New Zealand, a country where the same conditions are somewhat similar to those existing here and where the greatest success has been achieved in multiplying small farms and in getting away with speculation and monopoly. The act provides four methods of obtaining small holdings, viz, homestead leases, right-of-purchase leases, cash freeholds, and special agreements of sale.

The first method is intended primarily for the benefit of native Hawaiians. The holdings under it, comprising from 16 to 60 acres, according to quantity of land, are inalienable and can not be sold, leased, assigned, or sublet. They are conditioned upon residence, cultivation of a certain percentage, and payment of taxes, but no rent is required.

Right-of-purchase leases were for twenty-one years, with the right of purchase at the original appraised value at any time after two years' continuous residence, and cultivation of 25 per cent of the land. The rental is 8 per cent of the appraised value, to be paid annually until purchase is made.

Cash freeholds are limited to 100 acres in first-class and 200 acres in second-class agricultural land, and to 600 acres in first-class and 1000 acres in second-class pastoral land. These are sold at auction at an appraised upset price, the successful bidder paying down one-fourth of the purchase price and the remainder in three annual installments, with interest. Two years' residence and cultivation of 25 per cent of the land are also required before the occupier can obtain a patent.

Special agreements of sale are sales at auction under special conditions as to payments by installments, with requirement of cultivation, with or without residence. This provision applies to lands peculiarly adapted, such as grazing and forest lands, with a maximum limit of 100 acres; but, in fact, the average is about 49 acres. Under these four present methods of land settlement, before July, 1901, 1,512 holdings had been taken up, with a total area of 51,606 acres and an average of 34.19 acres. All land transactions by the local government were suspended from September 30, 1899, till January 1, 1901, by order of the Federal Government.

Cash sales are sales made unconditionally for cash at public auction. These sales are made to meet cases where exceptionally costly improvements are contemplated, as buildings, reservoirs, pumping works, etc.

Olaa district sales: In the Olaa district, which formed part of the crown lands, a costly road to the volcano had been built by the Government, adjoining which 142 lots, averaging over 100 acres each, had been leased to coffee planters before the passage of the land act. These leases were now permitted to convert their leaseholds into fee simple holdings by paying their appraised value after 15 per cent of the land had been patented and \$200 expended upon it in addition.

COMMENTS ON THE LAND LAW.

The above "land act of 1895" was the outcome of much practical experience and has proved itself, on the whole, well suited to the conditions in these islands. It has served to discourage speculation and land grabbing, and, in spite of many obstacles, a promising beginning has been made in establishing a class of small farmers. Its principal merit is that it strictly requires actual residence on the land and cultivation of it as a *sine qua non*. It also provides for publicity at every step of the procedure. Another merit is that it discriminates between widely different classes of land. When lands in the same district, at the same elevation above the sea, vary in value from 5 cents to \$200 an acre, it would seem to be the height of folly to dispose of them at one

About 450,000 acres have been classified as grazing lands, much of which may hereafter be found to have agricultural possibilities, as yet undeveloped.

Of the remaining 150,000 acres, 26,000 acres are classed as cane lands, and an equal amount as coffee lands. The remainder is in general of inferior quality to what has already been sold, being more broken and difficult of access.

Respectfully submitted.

W. D. ALEXANDER,
Assistant in United States Coast and Geodetic Survey.

To the honorable members of the Commission of Inquiry upon Hawaiian Affairs, appointed by the United States Senate.

GENTLEMEN: We, the undersigned American citizens of the respective terms of residence in Hawaii and occupations set opposite our names, respectfully represent that we view with satisfaction your inquiries into the condition and needs of Hawaii, and sincerely pledge our support to every measure calculated to establish in Hawaii those great principles of justice and right of which the American nation is the chief exponent.

Our condition to-day is critical. Our people have been harassed by the plague and many of them impoverished by the fires necessary and incident to its extinction. Our government has been deprived half of its revenues and our banks and financial institutions laid under heavy contribution by the monthly shipment to the mainland \$100,000 or more of gold collected at our custom-house. Our cane industry is suffering from the low price of sugar and the scarcity of field labor, and the entire community, regardless of vocation or social position, feels the resulting financial stringency. Our mortgage indebtedness has reached an unprecedented figure and is still increasing.

In this unhappy condition we have sought diligently for relief in a better adjustment to our conditions. Our entire industrial and political situation is being subjected to the most searching and anxious scrutiny, that nothing be done to augment our difficulties or nothing omitted that might relieve them.

We ask through you for assistance from Congress. And though our isolated position in the Tropics compels us to ask some modification of American laws to meet our special burdens and requirements, we are convinced that such adaptation of national statutes to the special needs of outlying territories is reasonable and necessary.

We respectfully request your support of the following measures:

I. A measure providing for the payment by the United States Government of the awards of the court of fire claims.

II. Such a provision by Congress for the local expenditure of customs receipts as shall check that constant drain upon our resources.

III. A law to permit the admission of a reasonable number of Chinese field laborers under such proper restrictions as shall limit them to agricultural labor on the plantations, and effectually bar them from the arts and trades.

In support of this last request we submit the following:

So far as Hawaii is concerned the admission of such labor will afford the only foundation upon which a prosperous and adequate industrial system in this tropical country can be based.

Such Chinese labor will not be a competitor of the American cane or beet sugar producer supported by tariff, but will rather replace some of the Dutch and German sugar by Hawaiian sugar, made by American capital, in American mills, with American mill labor, and transported to market in American bottoms.

We submit, therefore, that in thus modifying the application of the Federal law to meet the precise requirements of Hawaii you will be following in a wise and liberal manner the national policy of protection and development of newly acquired domain. The benefits of your liberal treatment will accrue in our case not merely to our entire Hawaiian citizenship, but also to the merchant, manufacturer, and laborer on the mainland, of whom we shall be able in the future to make even larger purchases than in the past.

This petition contains the signatures of 158 persons—clerks, merchants, bankers, attorneys, contractors, druggists, and business men of the city of Honolulu.

To the honorable commission from the United States Senate to inquire into the conditions existing in the Territory of Hawaii, etc.

I Ke Komisina Hanohano mai ka aha Senate mai o Amerika hui-pui no kah noii ana i i na kulana e ku nei i keia wa ma ke Teritori o Hawaii nei, etc.

To the President of the United States, and to the Senate and House of Representatives of the United States.

I ka Peresidena o Amerika Huipui, a i ka aha Senate a me ka hale o na Lunamakaaainana o Amerika Huipui.

We, the undersigned, citizens of the United States and of the Territory of Hawaii, do earnestly petition Congress for the speedy enactment of such law as may be necessary to make available for the purposes of county, town, and city municipalities the Territorial lands and other property necessary therefor.

O makou o ka poe no lakou na inoa malalo iho nei, he poe kupa no Amerika Huipui a no ke Teritori o Hawaii, ke nonoi aku nei me ke kuio i ka Ahaolelo Lahui e hoo-holo koke ia ona Kanawai e hoolilo ana i na aina o ka Panalau a me na waiwai e ae no na oihana o ke Aupuni Okana Aina, Taona a me Hooponopono Kulanakauhale; Nolaila,

In view of the fact that county, town, and city municipalities are desired by a large majority of the people of the Territory and their enactment of a law providing for the establishment has been pledged to the people in the platforms of each and every political party of the Territory having nominees for election to the coming legislature, we beg to call the attention of Congress to the necessity for such speedy action in the premises as may be consistent with other af-

Mamuli o ka ikeia ana o ka makemake ana o ka hapa nui o ka lahui o ke Teritori nei e ku ke Aupuni Okana Aina, Taona a me Hooponopono Kulanakauhale, a ua hooia ia aku hoi imua o ka lahui ke kukuluia ana o keia mau kulana hooponopono Aupuni, maloko o kela a me keia kahua hana holo balota o kela a me keia aoao Kalaiaina o loko nei o ke Teritori i loa na moho holo balota no ke

fairs of the nation demanding their attention.

Kau Ahaolelo e hiki mai ana, ke nonoi aku nei makou i na hoomao popo ana a ha Ahaolelo Lahui no ke kupono maoli o ka hooholo koku ia ana o kekahi keehina hana ma keia maehele, e like no hoi me na hana e ae a ka lahui e koi aku nei i ko lakou mau noonoo.

Your committee was presented with 17 separate and distinct copies of the foregoing petition, signed by 846 persons, all being citizens and voters of every electoral district and precinct in the Territory.

To the honorable Commission from the United States Senate, to inquire into the conditions existing in the Territory of Hawaii, etc.

I ke Komisina Hanohano mai ka aha Senate mai o Amerika Huipua, no ka noi ana i na Kulana e ku nei i keia wa ma ke Teritoro o Hawaii, etc.

To the President of the United States, and to the Senate and House of Representatives of the United States.

I ka Peresidena o Amerika Huipua, a i ka aha Senate a me ka Hale o na Lunamakaaainana o Amerika Huipua.

Your petitioners, native Hawaiians and citizens of the United States, humbly pray that, by the enactment of such laws as may be necessary therefor, the public lands of this Territory, or so much thereof as to you may seem meet and proper, may be set aside and made available for homesteads, in tracts of 40 acres each of the better lands and 80 acres of the inferior.

Ke noi haahaa aku nei ko oukou poe noi, he poe Hawaii maoli a poe kupu hoi o Amerika Huipua, mamuli o ka hooholoia ana ona mau Kanawai Kupono no ka Maahelehele ana i na Aina o ka Lehulehu iloko o keia Teritori, e like me ke kupono i ko oukou manao, no ka hookaawaleia ana i mau Home-Hookuonoono, ma na Apana o Kanaha Eka ka nui o na Aina maikai, a i Kanawalu Eka o na Aina Hapa-Maikai.

Your petitioners respectfully submit that in their desire to demonstrate their title to good citizenship they feel it to be but just that they should receive the same encouragement of opportunity as is given to the citizens of the other Territories, where neither the same conditions or prehistory exist as in Hawaii.

Ke waiho haahaa aku nei ko oukou poe noi, oiai lakou e iini ana e hoike aku i ko lakou kuleana maoli, ma ke ano he poe Makaaianana Hoopono, ua ike lakou he mea ku i ke Kaulike e loa mai ia lakou na hoohoihoi kupono ana e like me ia i haawia aku ai i na Teritori e ae, na wahi hoi i ike ole ai na kulana like o ka nobona, a pili Moololo no hoi, e like la me Hawaii nei.

And your petitioners will ever pray.

A e noi mau aku no ko oukou poe noi.

Your committee was presented with 16 separate and distinct copies of the foregoing petition, signed by 1,049 persons, all being citizens and voters of every electoral district and precinct in the Territory.

To the honorable Commission from the United States Senate to inquire into the conditions existing in the Territory of Hawaii, etc.

To the President of the United States and to the Senate and House of Representatives of the United States.

We, the undersigned, citizens of the United States and of the Territory of Hawaii, do respectfully petition the Fifty-eighth Congress, through your honorable Commission, for the enactment of a law whereby the United States Government shall take full charge and control of the leper colony at Kalaupapa, on the island of Molokai, to be henceforth known as the "Molokai Reservation" for the segregation and maintenance of leprosy persons of the United States, and the same to be under the authority, charge, and direction of the Secretary of the Treasury of the United States.

Your committee was presented with 13 separate and distinct copies of the foregoing petition, signed by 823 persons, all citizens and voters of every electoral district and precinct in the Territory.

To the honorable Commission from the United States Senate to inquire into the conditions existing in the Territory of Hawaii, etc.

To the President of the United States and to the Senate and House of Representatives of the United States:

We, the undersigned, citizens of the United States and of the Territory of Hawaii, do respectfully and earnestly protest against the (and we believe it to be, unwarranted and unauthorized) taking of public lands of the Government

I ke Komisina Hanohano mai ka aha Senate mai o Amerika Huipua, no ka noii ana i na Kulana e ku nei i keia wa ma ke Teritori o Hawaii, etc.,

I ka Peresidena o Amerika Huipua; a I ka aha Senate a me ka hale o na Lunamakaaainana o Amerika Huipua.

O makou, o ka poe no lakou na inoa malalo iho nei, he poe kupa no Amerika Huipua a no ke Teritori o Hawaii, ke nonoi aku nei me ka haahaa i ka Ahaolelo Lahui 58, ma o kou Komisina Hanohano la, e hooholoia ona Kanawai e hiki ai i ke Aupuni o Amerika Huipua ke lawe aku i ka mana pihā ma ka malama ana a me ka noho mana ana maluna o ka Panalāau Ma'i Lepera ma Kalaupapa, ma ka Mokupuni o Molokai, e ike ia ana hoi ma keia hope aku o ke "Kahua Hoomalu" no ka hookaawale ana a me ka malama ana i na poe ma'i lepera o Amerika Huipua; a e kaa hoi ia wahi malalo o ka mana, ka malama ana a me ke alakai ana a ke Kuhina Waiwai o Amerika Huipua.

I ke komisina hanohano mai ka aha Senate mai o Amerika huipua, no ka noii ana i na kulana e ku nei i keia wa ma ke Teritori o Hawaii, etc.

I ka Pesidena o Amerika huipua; a I ka aha Senate a me ka hale o na lunamakaaainana o Amerika huipua:

O makou o ka poe no lakou na inoa malalo iho nei, he poe kupa no Amerika Huipua a no ke Teritori o Hawaii, ke kue ikaika aku nei me ka haahaa a me ke kuio no ka lawe ia ana o na Aina Aupuni

and applying them to the purposes of private corporations.

We respectfully petition the honorable Commission from the Senate of the United States to inquire into the taking of private lands for the purposes or facilitation of the Honolulu Rapid Transit and Land Company, the giving of Government land in exchange therefor, by the Territorial officials, without recompense.

(A makou e manaolo nei ne ia i apono ole ia ma ke Kamea a hooliloia aku hoi no ka poma o na Hui i hoohuiia.

Ke nonoi haahaa aku nei ma i ke Komisina Hanohano ma Aha Senate mai o Amerika i puia, e huli aku no ka laweia a na aina kuleana maoli no na hui a no ka hooholo ana i na hana Hui Rapid Transit and Land Company, a ma o ke kuapoia ana Aina Aupuni no ua mau Aina na Luna Aupuni o ke Teritor ke kumukuai ole.

Your committee was presented with 13 separate and distinct copies of the foregoing petition, signed by 843 persons, all citizens and voters of every electoral district and precinct in the Territory.

To the honorable Subcommittee of the United States Senate Commission on Pacific Islands and Porto Rico.

HONORABLE SIRS: The undersigned beg to protest against the action of the Territorial officials in exchanging certain public lands of the Territory for lands of private individuals for the purposes and facilitations of private enterprise and without any remuneration to the Territory therefor.

And we respectfully show unto your honorable committee that we have been actual and bona fide tenants and occupants of a portion of that certain parcel of land known as Auwaiolimu for and during the past thirty years, and that we have improved said lands and built our homes thereupon, feeling secure that our tenancy, for which we have paid fair and reasonable rent during said thirty years, entitle us to preference as purchasers in the event of the sale of said lands according to usual and more equitable methods.

We respectfully urge upon your honorable committee the impropriety of permitting these lands to be given gratuitously to or for the facilitation of private enterprise, and of denying us the first right to purchase the same; and we submit that the confirmation of the gratuitous giving of these lands to the Honolulu Rapid Transit and Land Company will operate to deprive us of our humble homes without any recompense therefor; and

We therefore earnestly pray that your honorable committee will, upon inquiry and confirmation of the facts as we are prepared to establish them, recommend to the President of the United States that the transaction of said gratuitous giving of these lands may be confirmed or countenanced.

Senator D. KALAUOKALANI
Mrs. KAAHANUI KAWAIHOU
N. W. KAHOLI (x).
Mrs. LULIA KALAUOKOA.

Witness:

DAVID KALAUOKALANI, jr.

Whereas section 91 of the organic act of the Territory of Hawaii expressly provides that the public property ceded and transferred to the United States by the Republic of Hawaii under the joint resolution of annexation, "shall be and remain in the possession, use, and control of the government of the Territory of Hawaii, and shall be maintained, managed, and cared for by it at its own expense until otherwise provided for by Congress or taken for the uses and purposes of the United States by direction of the President or of the governor of Hawaii," thereby investing the Territory of Hawaii with sole jurisdiction to possess, use, and control all public property within this Territory, unless such possession, use, and control shall be modified or changed by an express act of Congress: and

Whereas there is an assured probability that the legislature of the Territory of Hawaii will, at an early day in the coming session, create county and city municipalities in conformity with section 56 of the organic act: and

Whereas an act or acts of the legislature so creating county and city municipalities in this Territory can not be made operative until such municipalities can use, possess, and occupy the public property of the Territory now under the sole jurisdiction of the Territorial government: therefore be it

Resolved by the executive committee of the Independent Home Rule party of the Territory of Hawaii in convention assembled. That we ask Congress to enact a law authorizing and empowering all county, town, and city municipalities created within this Territory by the legislature thereof, to possess, use, and control all the public property of the Territory necessary for the establishment, maintenance, and conduct of such municipalities, thereby obviating any controversy or friction between the Territorial officers and those necessarily to be created for the county and city municipal act or acts as to the right to use and possession of such public property.

And be it further resolved. That the Hon. Robert W. Wilcox, Delegate to Congress from Hawaii, be, and he hereby is, requested on behalf of the Independent Home Rule party, which represents the majority, a large majority, of the voters within the Territory of Hawaii, to introduce and urge the passage by Congress at as early a day in the coming session as possible of an act carrying out the objects hereinbefore set forth:

And be it further resolved. That the Hon. Senators John H. Mitchell, J. H. Burton, and A. G. Foster, of the subcommittee of the Committee of the United States Senate on Pacific Islands and Porto Rico, are hereby requested to give consideration to the great importance of this matter to the people of this Territory, and to give to our Delegate, Hon. R. W. Wilcox, their aid in securing the passage of such an act by Congress at the coming session, and that a copy of these resolutions be forwarded to the honorable subcommittee of the Committee of the United States Senate on Pacific Islands and Porto Rico, now sitting in the city of Honolulu and Territory of Hawaii.

Passed September 21, 1902.

JESSE P. MAKAINAL

Chairman of the Executive Committee of the Independent Home Rule Party, Territory of Hawaii.

Attest:

DAVID M. KUPUEA

Secretary Independent Home Rule Party

and the Executive Committee.

To the honorable Commission from the United States to inquire into the conditions existing in the Territory of Hawaii, etc.; to the President of the United States, and to the Senate and House of Representatives of the United States:

We, the undersigned, citizens of the United States and of the Territory of Hawaii, residing at a place known as "Kalihi Detention Camp, situated at Waiakamilo, Kalihi, in the city of Honolulu, on the island of Oahu, do hereby respectfully present this petition, as follows to wit:

That the said "Kalihi Detention Camp" is a piece or parcel of land of about 5 acres, more or less, in area, and belongs to the estate of Bernice P. Bishop.

That the same is under lease (as your petitioners believe it to be) to the Territorial government at an annual rental of about \$900.

Your petitioners are residing on said "camp" as tenants of the Territorial government at the rate of \$1.50 rent per month for each room.

And whereas the said estate of Bernice P. Bishop is holding under lease certain lands belonging to the Territory of Hawaii, we therefore respectfully request to exchange such Territorial government land now held by said estate of Bernice P. Bishop for the above "Kalihi Detention Camp" as a government reservation, to be given as homesteads to your petitioners.

William Kaai, Kahalepio, David Umi, W. M. Peter, K. Kelūnui, opio, J. Kamaha, Pelehakala, Moke, K. K. Ioune, Waohi, H. H. Kaleiheana, Chas. Kupule, Geo. Wainee, John Kabauawa, L. Poai, Sam Kamann, H. Kaike, B. Hoomana, Dick Karratte, Makila Wainee, Wallace Jackson, John Mailua, Solomon Kealoha, Mania, Henry Lilikoi, Geo. Kane, W. E. Alokikia, J. Maukoli, Moses Haaieono, Ben. Amina, William Jackson, J. H. Knochao, Solomon Bipikane, M. K. Kaaiswar, Usek, And. Mautoli, Mast. A. Hoopii, Kaheanui, H. B. Kaleikumahoa, S. D. W. Kahoiwai, L. Puriokewe, Mr. G. H. Kaliko, Kapaihi, Andrew Kahalwhi, David Kala, Sam. Ahia, D. Paataula, John Davis, L. E. Poke, Willie Kalanikan, Sam. Unea, J. K. Iuch, Henry Kaumoi, Makauli, H. W. Cleveland, Abner Wiliki, Apiki, Geo. K. Fox, Sol. K. Kahoaka, John Lakalo, H. V. Kaauwai, Kahuila, S. Makolo, Kio Kairei, L. Waiwaiol Paulo, John Kaarars, Kahaleulei.

STATEMENT PRESENTED TO THE MEMBERS OF THE UNITED STATES SENATE AT HONOLULU, SEPTEMBER 25, 1902, BY F. BECKLEY.

GENTLEMEN: Upon request of some of my fellow Hawaiian-American citizens from Waianae, I ask leave to file with this committee a copy of a statement I would like to make with reference to the policy the Territorial government has followed in the disposition of public lands in the Waianae district on this island of Oahu.

About the latter part of last year the lease of the government Ahupuaa of Waianae to the Waianae plantation expired.

The plantation applied for renewal of the lease for the port

ready partly cultivated by them and presumably the most fertile in the whole Ahupuaa, known as Upper Waianae, comprising an area of 3,332 acres.

A company of 10 Hawaiians then made application for right-of-purchase lease, in lots of 100 acres each, of the sandy plain to the seaward and makai of the tract wanted by the plantation.

The plantation's application was entertained, and the area of 3,332 acres put up as a whole, thus excluding possible competitors, as the plantation under the circumstances could afford to give a higher rental than anyone else, by the compulsion to take this large area in a lump.

The native Hawaiians' application was refused by the executive council (an illegal body) on the ground that the government contemplated at some future time laying out house lots on the beach below the railroad, and thus below the tract applied for by these people.

The tract applied for is known as Maili, and so marked on government survey map accompanying this memorial.

It is also marked "Sandstone Plain," and is a sandy plain now overgrown by algaroba trees, which thrive under such conditions. Land of that kind without irrigation will grow very little of anything else except in the rainy season, when a somewhat uncertain crop of sweet potatoes and pumpkins might be raised in a few favored spots.

Brackish water only could be obtained from wells, not very good for cultivation.

This company or association of Hawaiians stated in their application that the land was to be used as homesteads, with hog and chicken raising as a main industry. Algaroba beans or pods are very fattening for either; also for stock of all kinds.

The price of both hogs and chickens are very high here and practically prohibitive to people of small means.

By drying and saving the kiawe or algaroba beans as the main reliance for their stock, to be supplemented in winter with quick-growing greens, and at other times by purchasing wheat, corn, and rice bran, they expected to be able to make a comfortable living. They were given no chance.

About the same time a large tract of land called Lualualei and adjoining land leased to plantation and the plains of Maili applied for by the Hawaiians were surveyed by order of the government and cut up into six large lots of over 1,000 acres each, which were to have been put up at auction outright.

Taking \$5 per acre as the average that could have been obtained at an open sale, you can see how such action would practically throw all these lands into the hands of the wealthy.

It is understood the sale did not take place because the commissioner of public lands refused to agree to it. But he makes this concession to the promoters of that scheme and advertised in the local papers to the effect that "the government is desirous of disposing of about a half dozen lots of 500 or 600 acres, by special time payment agreements of sale, requiring conditions of residence or improvements or both. In order to be informed of the demand for such lands under the said conditions I (E. S. Boyd) should like to receive communications from those interested, inclosing any question they may wish to ask on the subject."

It is understood applications to suit have been already placed by the favored parties, and the lands are about to be awarded to the lucky

ones, but what of the 10 poor Hawaiians who were seeking to of homes capable of giving them an independent living and not even be obliged to accept the position of plantation laborers which is quite equal to that of the forced Mexican peon?

If Maili was to be preserved from contamination of hog raising the remote possibility of turning the seabeach below the railroad into a fashionable watering place, why not offer one or more of the subdivided originally into 1,000-acre holdings, and situated in a quarter to a mile away from this future Newport or Bar Harbor?

The policy of the present government has been to make possible the general Hawaiian homesteaders only some out of the way to where it would be an endless struggle to make enough to keep body and soul together.

Wherever there is a favorable opening to make a self-supporting homestead the native Hawaiian need not apply.

This and other similar acts showing a settled policy to discourage and deprive natives of any chance to better themselves are the result of the feeling of intense dislike and opposition toward the present government officials shown by the majority of the native Hawaiians.

F. W. BECKLE

HONOLULU, HAWAII, *July 9, 1901*

FIRST NATIONAL BANK OF HAWAII,

Honolulu, Hawaii:

As official representative in Hawaii Territory of the Chinese Empire and in behalf of the Chinese subjects who have contributed to the Chinese-immigration trust fund deposited with you and who alone are entitled to withdraw and receive same, I hereby protest against any diversion of said fund from its proper and legal purpose or any use of the same for the current expenses of the Territory of Hawaii or otherwise. It will be my duty to inaugurate, and this is to notify you that I shall in due course inaugurate, the proper steps in the courts elsewhere to protect the interests of Chinese subjects interested in said fund, and prevent any diversion of the same from its proper purpose and pending the same I have the honor to file with you this protest against any payment by you of said fund, or any part thereof, or to persons entitled to receive the same.

I am, very respectfully, your obedient servant,

YANG WEI PIN,
His Imperial Chinese Majesty's Consul

HONOLULU, *July 8, 1901*

Mr. WRAY TAYLOR,

Ex-Secretary of the Board of Immigration:

As the official representative in Hawaii Territory of the Chinese Empire, and in behalf of the Chinese subjects who have contributed to the Chinese-immigration trust fund and who alone are entitled to draw and receive the same, I beg leave to respectfully protest against any diversion of the same or use of the same for the current expenses of the Territory of Hawaii.

Territory of Hawaii or otherwise. It will be my duty to inaugurate in due course proper steps in the courts and elsewhere to protect the interests of Chinese subjects interested in this fund, and pending same I have the honor to file with you this protest against any interference with said fund.

I am, very respectfully, your obedient servant,

YANG WEI PIN.

His Imperial Chinese Majesty's Consul.

HONOLULU, July 9, 1901.

YANG WEI PIN,

His Imperial Chinese Majesty's Consul, Honolulu.

RE: Your letter of the 8th instant, addressed to Mr. Wray Taylor, Secretary of the board of immigration, has been referred to me.

The Chinese who made the deposits with the board of immigration in accordance with the conditional permits issued to them by the Republic of Hawaii are not entitled to the payment of the money so deposited. In case the person who made the deposit desires to return to China the fund is to be applied for the payment of his passage, and the balance, if any, paid to him.

I think you have been misinformed as to the intentions of the Territorial government in regard to the fund you refer to. The Territorial government will promptly provide the funds for the payment of the passage to China of each depositor when he is ready to leave this Territory up to the amount standing to his credit. Until such time, however, the fund will remain in the custody of the Territorial government.

I am, sir, very respectfully,

Acting Governor.

TERRITORY OF HAWAII.

COMMISSIONER OF AGRICULTURE AND FORESTRY.

Honolulu, July 9, 1901.

YANG WEI PIN,

Chinese Consul, Territory of Hawaii.

DEAR SIR: I have the honor to acknowledge the receipt of your letter of the 8th instant in re the Chinese immigration fund, and to say in reply that the same has this day been referred to the Hon. H. E. Cooper, acting governor of the Territory of Hawaii.

Yours, most respectfully,

WRAY TAYLOR.

THE FIRST NATIONAL BANK OF HAWAII, AT HONOLULU,

UNITED STATES GOVERNMENT DEPOSITARY.

Honolulu, July 12, 1901.

YANG WEI PIN,

His Imperial Chinese Majesty's Consul, Honolulu.

RE: We beg to acknowledge receipt of your communication of the 8th instant in relation to the Chinese immigration trust fund deposited

with this bank and standing in the name of the board of immigration trustee, and in answer thereto say that we have communicated with H. E. Cooper, acting governor of the Territory, and have furnished him with a copy of your protest. I would suggest that any action or propose undertaking in this matter should be had as early as possible as we have been notified by the acting governor that he intends to withdraw the money from this bank and deposit the same in the Territorial treasury.

Very respectfully, yours,

CEVIL BROWN, *President.*

SEPTEMBER 26, 1902.

Hon. Senator MITCHELL,

Chairman of the Subcommittee, etc.

SIR: At your request during our interview at the Hawaii Hotel, the 25th instant, 5 p. m., that copies of the communication of H. E. Cooper, and those of others referring to the question of Chinese immigration trust fund, be copied and the same sent to you, I have the honor to herewith inclose five copies for your consideration.

I have the honor to further request that the Congress will instruct the Chinese immigration trust fund be distributed to the Chinese laborers who are interested in it.

Yours, most respectfully,

GOO KIM FUI,

Her Imperial Chinese Majesty's Acting Consul.

HONOLULU, HAWAII, *September 13, 1902.*

To the Honorable Commission of the United States Senate.

GENTLEMEN: In following statements taken before your honorable board since here, which I have read very carefully, suggested to place on file with you a copy of a letter which was written by me at the request of one of your associates in the United States Senate, Hon. S. M. Cullom, chairman of the former commission of which covers most of the evidence being put before you. I do not think the same may be useful to you.

The general gist of the letter from the standpoint when written did not materially differed from the present time, and I trust the same will be acceptable to your honorable commission.

Respectfully, yours.

F. C. WINTER.

WAINAKU, HILO, HAWAII,
September 3, 1902.

Hon. S. M. CULLOM,

Chairman United States Commissioners, Honolulu, Oahu.

MY DEAR SIR: I would like to present for your kind consideration a few thoughts which I think will be for the welfare of my fellow citizens and the island of Hawaii. Knowing as we do that we are not and have not been, justly treated in the matter of government im-

ments, thereby delaying our progress in developing one of the most important cities on the islands, also the development of the largest island, the time has come when I feel it my duty to try and secure from your honorable board of commissioners our true and just dues in the way of recommendations for our welfare from yourself and our honorable associates.

First. That a Territorial form of government be given us. It becomes the duty of every citizen to cry out against colonial or district form of government. We want our voting rights through a Territorial form, that Hawaii may have municipal and county governments without control from Honolulu. We wish to have the governor for the Territory appointed from our own people if possible, believing that a person appointed from here will better understand the needs of the people at large than a stranger, and that such an appointment will give greater satisfaction. By having this form, we may expect when our population becomes in number required to apply for statehood that the same will be granted us.

Second. The practice of the government leasing town lots and agricultural lands, instead of giving fee simple title to actual settlers upon compliance with proper regulations in regard to settlement and improvements, is a dead weight and an actual discouragement to progress and development of the islands. There should be laws passed consistent with the laws governing lands, that will enable the government to take up long leases as fast as possible, and to throw the same open to actual settlers in such quantity that will do the most good in small farming. On the island of Hawaii there is a great quantity of virgin forest and undeveloped lands. Under the laws in force and the present method of administering them the process of preparation for entry is so slow that long months and years are likely to lapse before these lands, or any considerable amount of them, come into possession of actual settlers.

Third. The islands are practically undeveloped except along one line, that of the sugar industry. If American citizens are invited and expected to come to this new American Territory and develop the coffee and other industries of the islands, they ought to be encouraged to do so, and the obstructions to development and progress ought to be speedily removed. The sugar industry is well established, and laws should be passed for its assistance, in re of labor, that will not in any way undermine it; it should be fully protected. The present laborers under contract, I contend, are not slaves, as they have liberty and are given the chance of improving their condition. In fact, they are allowed, on many plantations to take up lands in the gulches, and other unused lands, for the purpose of cultivating patches of cane on their own account. These lands are owned by the plantation are let out to them, as tenants at will, by most plantations, free from rent, and by lease, paying small rental. The laborers are also assisted by advances on these patches of cane, which vary according to age and condition of the plant. In order that the advance may assist them in carrying the plant to maturity, it is generally the rule to take a bill of sale as security on the cane. The advance is paid from the returns when the cane has been milled. The rates generally paid for cane, per ton, is based on the price of sugar in San Francisco, at the time such cane is milled. For illustration, the price per ton paid is as follows: When the basis of sugar in San Francisco is 2½ cents per pound, \$3.25 is paid per ton of cane, at 2½ cents, \$3.50; at 3

cents, \$3.80; at $3\frac{1}{4}$ cents, \$4.15; at $3\frac{1}{2}$ cents, \$4.40; at $3\frac{3}{4}$ cents, \$4.75; at 4 cents, \$5.10, at $4\frac{1}{4}$ cents, \$5.50, and in like ratio for an increase over the prices named. Cane properly cared for will produce, per acre, from 30 to 50 tons. You will see that the small planters, who are mostly our laborers, Japanese, Chinese, Portuguese, and Hawaiians, make a nice thing out of their earnings and interests in planting cane. This year the average price per ton for cane has been \$4.75. I know of one plantation which has paid for in the neighborhood of 12,000 tons, which was purchased from the small planters. Therefore I contend that our laborers are well satisfied in their treatment. This will show to your honorable board that the encouragement of small farmers to this country for this industry will not be a mistake, and that the laws for labor should be as liberal as the Constitution of the United States will admit. The coffee industry has shown itself to be a paying crop. This industry needs encouragement, by passing laws which will be liberal in taxation, and of labor, which will insure labor at a moderate rate of wages. That fibers of the best grade can be grown here with same encouragement as that of sugar and coffee has been proven. This industry will promise a big factor in the output of the islands at no distant date.

Fourth. The assessed valuation of the Hawaiian Islands for revenue purposes for the year 1897 was more than \$48,000,000. That is greater assessed valuation than any one of the Territories of the United States greater than that of at least three of the sovereign States of the Union.

Fifth. I believe that the people of these islands are capable of local self-government, and as a matter of right are entitled to it; that they are entitled to the same form of government that would be given them if they were residing on the mainland of the United States. I believe that the machinery of local self-government—to wit, county and municipal organization—ought to be put into operation on the islands at the earliest possible moment. By having local self-government we are in hopes in time to have such records transferred to the island that will enable us to carry on business as it should be, without having to send transfer of property and probate and other matters for record to Honolulu. The present system makes it very inconvenient for reference in law matters, and at times it takes weeks and a possible trip to Honolulu to get matters straightened out that will only take a very short time if the records are on this island. I believe that the physical formation of the island of Hawaii and the best interests of its citizens require that Hawaii be made one county, with such divisions that will meet the requirements of her people at large; that the location of Hilo, its commercial and natural advantages, and the superiority of its harbor command it as the proper place for the county seat of such county.

Sixth. That the island of Hawaii should have such apportionment of moneys recommended for the improvements of the islands. I want, first, breakwater and wharves for Hilo, as it will be one of the most and is now one of the most important ports of the islands. Looking over the possibilities, take the output of sugar shipped from this district this year and the amount of sugar that may be shipped from here if proper facility is given us. For the year 1897, north Hilo produced 30,000 tons of sugar; south Hilo, 50,000 tons.

figures are in round numbers. The sugars of south Hilo were shipped out of this port for San Francisco and New York. In the building of wharves we may reasonably expect in a very short time that railways will bring in the sugars from north Hilo and other districts. The same will bring in the coffee and other crops of the island for shipment. The imports which are now brought to this port are very large and will increase as fast as the number of population increases. The foregoing facts, I trust, will give you and your associates a reason of hearty approval for recommending such expenditures. The matter of wharves and breakwater are essential to the development of this island. A liberal expenditure on roads in this district is also needed, that we may have our large area of land opened up and developed. The lands will be taken up as fast as the same is put into the market.

In conclusion, I most respectfully ask that your Commission recommended in your report to President McKinley the following:

1. A Territorial form of government for the Hawaiian Islands.
2. The creation of one county for the island of Hawaii and the location of the county seat thereof at Hilo.
3. That the government land-lease system be abolished and the adoption of land laws suitable to the conditions of the islands.
4. That the franchise given the people of the island be as broad as would be given the same body of people residing on the main land of the United States.
5. That liberal amount of money be recommended for the improvements, such as breakwater, wharves, roads, schools, administration of government, and of the land system.
6. That labor laws be passed consistent with the laws of the United States that will not be a detriment to our present and future industries.
7. That you ask the appointment of governor for this Territory be made from our own people.

Trusting you will give my suggestions your careful consideration, and that I have not gone into too much detail, I remain, dear sir, yours very truly,

F. L. WINTER.

SHERIFF'S OFFICE,
Hilo, Hawaii, September 26, 1902.

Senator J. H. MITCHELL,

Chairman of Subcommittee on Pacific Islands and Porto Rico.

DEAR SIR: I understood you to say when here last week that any witness who had been sworn before your commission could in writing give you further communications that could be included in the evidence given by that witness under oath, and I inclose herewith such a communication in regard to the "garbage system" of Hilo. If you think it is proper and of sufficient value, will you please allow it to be inserted with my evidence?

Very truly, yours,

L. A. ANDREWS,
Sheriff of Hawaii.

BUREAU OF POLICE, SHERIFF'S OFFICE,
Hilo, Hawaii, September 24, 1902

To the chairman and members of the Senatorial Commission.

GENTLEMEN: When on the witness stand before you in the session held in Hilo, September 18, one of the questions asked was if horses were kept at the Hilo jail, and I replied that the horses used in the "garbage system" of the town were kept in a stable on the jail premises. It did not then occur to me that you would take any interest in an explanation of our garbage system, but I have since been urged to describe it to you, as some adverse criticism has been made on it. I will, therefore, do so that you may embody it with my other evidence.

Honolulu is provided with a government garbage service, but no provision has ever been made by our legislatures for such matters outside of the city of Honolulu.

CAUSE OF STARTING THE PRESENT GARBAGE SYSTEM IN HILO.

During the year 1898, the rapid growth of the town of Hilo filled both sides of Front street with cheap Japanese buildings on the low land between the swamp and the sea. The strip of land between Front street and the swamp was so narrow that the houses built along the inland side of the street had their back doors directly over the edge of the swamp in some cases, and in others were so near to it that there was not room for water-closets, except directly over the water or mud as the case might be.

Between the street and the sea beach the sand is so low that the water is reached from 2 to 4 feet below the surface of the ground. The vaults of the water-closets in this new section all reached the water, and in most cases were formed of boxes built above the ground and the stench arising from them was awful. At night the air at that part of the town was heavy with the odor of human excrement, and the condition of affairs was constantly growing worse. The amount of typhoid fever in that section was alarming. The Hilo hospital was constantly crowded with fever patients, and the town doctors were overrun with cases that they could not get into the hospital and had to be treated in their own houses. The general health of the whole community was threatened by the constant presence of so much fever in the town.

THE FIRST STEPS TAKEN.

As agent of the board of health I felt that some decisive action should be taken, and after consultation with the government physician and other leading medical men, we came to the conclusion that the best plan feasible under the circumstances was to introduce a system of dry-earth closets, and there being no public moneys available for that purpose, the system would have to be supported by popular subscription.

I therefore applied to J. R. Wilson, of the Volcano stables, for help to haul away the closet deposits and general garbage. The best terms I could get from him was \$60 per month for each one-horse team required. This included driver, but not helper.

I then personally, with Chinese, Japanese, and Portuguese interpreters, interviewed nearly all the householders of the lower part of the town and the merchants, and got subscriptions for about \$75

th, mostly from Japanese and Chinese. A few of the white merchants subscribed, the most liberal being the Hilo Mercantile Company, at \$2.50 per month, and the other subscriptions running from that amount down to 25 cents per month, while some of the white merchants refused to subscribe at all.

As the amount raised was not enough to pay for two carts that would be required to remove the garbage, I arranged with Mr. Scott, manager of the Hilo Sugar Company, to do the hauling for the money which I could collect, less 10 per cent for collecting, the fertilizer obtained being supposed to be of some value to make good the shortage.

THE TIME THE SYSTEM WAS FIRST STARTED.

We began collecting in May, 1899. I detailed a police officer to look after the work, and allowed him the 10 per cent for collecting as extra pay. Prison labor was used to remove the accumulations from the privies into containers, which were carried out to the Hilo Sugar Company's cane fields by the plantation carts. A few prosecutions judiciously instituted soon had the effect of closing nearly all the privy vaults in the low part of town and the substitution of dry earth closets.

THE DEVELOPMENTS DURING THE PLAGUE QUARANTINE TIME.

When the bubonic plague developed in Honolulu in December, 1899, the garbage system was running smoothly and made the extra cleaning of the town comparatively easy.

During the month of January, 1900, Mr. Scott, of the Hilo Sugar Company, notified me that the amount of garbage had increased much that he must receive more money or give up carting the garbage, and upon appeal to the subscribers, February 1, 1900, an increase was obtained of about 25 per cent.

Mr. Scott then notified me that he would have to give up the business because he found there was so much broken glass going into the cane fields that not only the workmen, but the cultivator mules were frequently cut by it, and he severed all connection with the service the end of that month while the plague was still raging in Honolulu.

THE PRESENT SYSTEM.

On March 1, 1900, the present system was established, because something had to be done. It was in the midst of the plague quarantine. We were cut off from communication with the government at Honolulu, and they had their hands full with their own trouble. The down-town residences were nearly all supplied with dry-earth closets which could not be neglected, even for a few days, without risk of dire results. No public funds were available, and we were unable to raise money enough by subscription to regularly hire teams to do the hauling, and there was no place within reach of town to haul it to, where it would not become a nuisance.

Being to a certain extent responsible for the starting of the garbage removal and dry-earth closet system in the first instance, I felt that special effort should be made to keep it going, and so borrowed money and bought carts, harness, and mules, and had the work continue with

out apparent change, except that prisoners were used to do the the money collected from subscribers being used to pay for feed the mules, the rent of land to dump the stuff on, and for the necessary repairs and additions to the plant, the extra distance hauling and buying more wagons and draft animals.

THE GARBAGE DEPOSIT GROUNDS.

When the Hilo Sugar Company gave up taking the garbage from the plantation we were unable to find a suitable place accessible to the town for a garbage dump. I used a vacant lot at first, burying the garbage in a closet accumulation in trenches and making a great pile of the garbage and rubbish, but the pile soon became offensive to those who lived near. I finally leased a lot from the Waiakea Mill Company, east of the town, at a rental of \$200 per year, which I thought was but less than it would cost to haul the stuff up hill any distance to the town. I built a road to this dumping grounds with prison labor, the road being built past the government quarry, past the board of health pesthouse, and then on a future city street extension as laid out by the government survey department.

TITLE AND OWNERSHIP OF THE PROPERTY.

I have bought everything in my own name and as a private citizen. This was because I had no authority to incur any expense on the part of the board of health or to lease land, either as agent for the board of health or as sheriff of the island. There has been but very little garbage collected late from the section covered by the garbage system; in fact, two years past the Hilo hospital has never once been filled to capacity, and month by month the system has improved, so that the town is now in very creditable shape from a sanitary point of view.

The business has increased gradually from 2 carts and 2 mules at the start to the present outfit, which consists of 2 large team wagons, 2 small wagons, 3 carts, and a total of 11 head of draft animals.

These are horses and mules kept in a perfectly sanitary stable in the corner of the jail yard. The cost of this stable was paid from the garbage collection money.

The collections of \$70 to \$80 per month to begin with have increased to an average of \$200 per month now. There has so far been no loss in the business other than that the total plant is now worth about \$2,200 and the indebtedness is reduced to \$1,400, and if no accident occur among the draft animals the indebtedness should be cleared up in three or four years, unless the town should grow so as to require an increase in the size of the plant.

I can only add that representatives of the board of health, the department of public works, the attorney-general's department, and the grand juries have investigated this matter, and have approved of the same. Respectfully submitted.

L. A. ANDREW
Sheriff of Hilo

the honorable members of the Committee of Inquiry upon Hawaiian Affairs appointed by the United States Senate.

GENTLEMEN: We, the undersigned American citizens of the respective terms of residence in Hawaii and occupations of respective professions, respectfully represent that we view with satisfaction our country into the condition and needs of Hawaii and sincerely pledge our support to every measure calculated to establish in Hawaii those great principles of justice and right of which the American nation is the chief exponent.

Our condition to-day is critical. Our people have been ravaged by the plague, and many of them impoverished by the loss of property incident to its extinction. Our government has been deprived of half of its revenues, and our lands and national institutions are without any contribution by the natives. The natives are suffering from the loss of more of gold collected in the past. The country is suffering from the low price of sugar and the want of labor, and the entire community, regardless of race or color, feels the resulting financial stringency. Our commerce and business has reached an unprecedented height, and is still rising.

In this unhappy condition we have sought assistance from a foreign government to our detriment. Our political and social situation is being subjected to the most searching and annoying scrutiny, that dealing to our detriment and information is being omitted that might relieve them.

We ask through you for assistance from Congress. And in our isolated position in the Indian Ocean, we are in need of American law. We are convinced that such assistance is necessary to the people of outlying territories is necessary and important.

We respectfully request your support of the following measures:

- I. A measure for the payment of the United States Government of the awards of the court of the claims.
- II. Such a law as to the payment of the local expenditures of the courts to the local courts and the local courts to the local courts.
- III. A law to permit the admission of a person of color to the field labor and the payment of a person of color to the field labor and the payment of a person of color to the field labor.

We support of the law to permit the admission of a person of color to the field labor and the payment of a person of color to the field labor. We support of the law to permit the admission of a person of color to the field labor and the payment of a person of color to the field labor. We support of the law to permit the admission of a person of color to the field labor and the payment of a person of color to the field labor.

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Hawaiian citizenship, but also to the merchant, manufacturer, laborer on the mainland, of whom we shall be able in the future to make even larger purchases than in the past.

Name.	Occupation.	
Percy M. Pond	Real estate	6
Chas. H. Gilman	do	2
Chas. J. Cooper	Shipping and commission	24
W. A. Bowen	Newspaper manager	6
A. W. Pearson	Clergyman	5
W. D. Westervelt		
F. J. Turner	Clerk	2
W. J. Forbes	do	3
Jacob Beenwald	Printer	6
W. Thompson	Clerk	8
J. M. Ulunahele	Captain of schooner	4
John Eppinger	Accountant	1
Chas. F. Murray	Bookkeeper	1
Guy Kelley	Clerk	1
K. B. Porter	Merchant	1
Wallace R. Farrington	Editor	1
H. D. Thirkield	Bookkeeper	1
Q. H. Berry	Manager B. C. Agency	1
Edwin Benner	Clerk	1
Albert Waterhouse	do	1
A. Q. Marcallius	do	1
Richard H. Trent	Accountant	1
Zeno K. Myers	Insurance manager	1
Arthur B. Wood	Merchant	1
Robert W. Shingle	Stock broker	1
John Albert Matthewman	Lawyer	1
Wm. P. Kapulani	Clerk	1
Emile A. Bernot	Cashier	1
E. L. Bernot	Fish inspector	1
Theo. F. Lansing	Insurance and commission	1
C. S. Meight	Merchant	1
H. C. Morton	Clerk	1
W. J. Johnston	Broker	1
W. G. Ashley	Accountant	1
I. T. Law	Business manager	1
C. S. Hall	Clerk	1
F. A. Hays	Agent	1
W. T. Schmidt	Clerk	1
Clinton J. Hutchins	Insurance	1
C. A. Falk	do	1
N. Hawthorne Spitzhn	Clerk	1
J. Andrade	do	1
A. I. Silva	do	1
Jas. L. Torbert	do	1
H. P. Benson	do	1
Frank J. Briger	Watchmaker	1
T. W. Mahning	Searcher of records	1
Gerrit P. Nilder	Merchant	1
O. G. Traphoyen	Architect	1
Wm. C. Parke	Lawyer	1
E. H. Paris	Hardware	1
G. H. Pecht	Bookkeeper	1
E. O. White	Hardware clerk	1
Ym Chung Hoon	Clerk	1
Sol D. Koki	Shipping clerk	1
Wm. W. Hall	Hardware	1
H. A. Giles	Clerk	1
H. S. Simpson	do	1
P. A. Drew	do	1
J. R. Galt	Banker	1
Willard E. Brown	Broker	1
W. A. Love	do	1
F. Halstead	do	1
C. H. Cooke	Cashier bank	1
L. E. Plulcham	Merchant and contractor	1
Cashus Mackintosh	Clerk	1
Jas. G. Spencer	Merchant	1
R. N. Halstead	Manager locomobile company	1
H. P. Eakin	Broker	1
Wm. Blaisdell	Insurance agent	1
C. L. Crabbe	Clerk	1
W. H. Hoags	do	1
H. H. Otis	Merchant	1
Otto A. Bierbach	Druggist	1
R. B. Reedy	do	1
W. C. W. Rennot	Stevedore	1
C. J. Campbell	Merchant	1

Name.	Occupation.	Residence in Hawaii.
A. Johnson.....	Cashier, mercantile house.....	29 years.
A. R. Ross.....	Clerk, mercantile house.....	27 years.
J. King.....	Merchant.....	21 years.
M. T. Forster.....	do.....	Do.
W. Parkhurst.....	Insurance agent.....	4 years.
R. Castle.....	Attorney at law.....	58 years.
N. Campbell.....	Cashier, W. R. Castle.....	4 years.
Hart.....	Stevedore.....	3½ years.
P. L. Weaver.....	Attorney at law.....	5½ years.
R. Adams.....	Buyer.....	41 years.
Norman Watkins.....	Cashier.....	5 years.
Mr. McLean.....	Engineer.....	16 years.

HONOLULU, *September 26, 1902.*

Hon. JOHN H. MITCHELL,
*Chairman of subcommittee of United States Senate
Committee on Pacific Islands and Porto Rico, Honolulu.*

SIR: By the mail just to hand ex steamship *Mauna Loa*, I have received the inclosed memorial, signed by the principal coffee planters of Kona, island of Hawaii, which, unfortunately, has not reached here in time to be presented during the regular session of your committee.

I hope, however, that the same can be included in the records of the commission, and should you desire to ask any questions I shall be pleased to wait on you at your convenience.

Very respectfully, yours,

F. J. HUMBURG.

HOLUALOA, KONA, HAWAII, *September 22, 1902.*

At a public meeting of coffee planters and others interested in coffee culture, held at the schoolhouse here to-day, Judge Clark, chairman, F. E. Hime, secretary, a committee, of Messrs. Bruner, Wallace, Mulder, Cockburn, Maydwell, and Hime, was appointed to draw up a memorial giving for the information of the delegation a brief review of the coffee industry in Hawaii.

The committee submitted the attached memorial, which was then read, unanimously indorsed, and signed by those present.

It was further decided to ask Mr. J. F. Humburg, of Honolulu, to appear before the delegation now sitting in Honolulu and on our behalf to present to them our memorial and to give to that honorable body all the information possible on the subject of coffee culture in Hawaii, the difficulties under which it is suffering at present, and how it may be fostered and encouraged by action of Congress at their next sitting.

GEORGE CLARK, *Chairman.*
F. E. HIME, *Secretary.*

HOLUALOA KONA, HAWAII, September 22, 1901

Hon. J. H. MITCHELL,

Hon. J. R. BURTON,

Hon. A. C. FOSTER,

Subcommittee of the United States Senate

Committee on Pacific Islands and Porto Rico.

SIRS: The undersigned coffee planters and residents of North and South Kona, island of Hawaii, beg to submit for your consideration the following memorial on the condition of the coffee industry and earnestly invite your attention to our need of assistance in the protection, and ask for a duty or its equivalent of 3 cents a pound.

Hawaiian coffees are sold in the market in competition with the highest grades of mild coffees produced in Mexico and the United American States. While all coffees have been affected by the production of low-grade coffees in Brazil, the superior grades of coffee produced in the Central American States, Porto Rico, and Hawaii do not come into direct competition with the low Brazilian grades, but they have fallen very materially in price in the last few years as a result of the immense overproduction of Brazilian coffees. As there is a large and increasing surplus of Brazilian grades in the markets of the world, the stocks of mild coffees have not accumulated, which distinctly shows that these grades are capable of considerable increase of production.

The districts of North and South Kona have been producing coffee for a great many years, and the industry has been the main support of the money crop of the bulk of the population. The plantations are mainly in small holdings. In consequence of the recent low price of coffee, about one-half of the area in coffee has been neglected and abandoned. At the present time a great many of the population are suffering on account of the low price of coffee.

The coffee industry is capable of indefinite extension on these islands, and appreciating this fact, the old Hawaiian government gave to the industry all the encouragement it could, by a duty of 6 cents a pound and exempting coffee plantations and machinery from taxation for ten years. As a consequence of this encouragement a great many improvements were made in the industry, and great quantities of machinery were imported, and mills erected, until at the present time there is sufficient machinery and mills on the islands to take care of ten times the present production.

The total exports of coffee from Hawaii for the fiscal year ending June 30, 1901, was 25,622 bags of 100 pounds each, of a value of \$304,606, or nearly 12 cents per pound. This was the custom valuation and the values were based on what exporters export receive, and it is undoubtedly greatly in excess of what the producers realized. The figures for the last period are not known, but they show a great falling off and emphasize the great effect low prices had on the production.

Hawaii and Porto Rico both have produced twice the amount now produce, and some protection would revive the industry in these countries, which are at present producing 5 per cent of the consumption of the United States; and as the importations from the low grades of coffee are 80 per cent of the entire importations, that Porto Rico and Hawaii are now producing 25 per cent of the importation of mild or superior grades of coffee. Very little Porto Rico coffee comes to the United States by reason of better markets in

and recent dispatches state that the President on September 6 proclaimed an agreement entered into with the Government of France on August 22, last, extending an important trade advantage to Porto Rico by the admission of the coffee produced on that island to the French markets at the minimum tariff rate.

Coffee is about the only industry that is capable of extension on the lands of Hawaii that can be taken up by the small farmer and family of limited means, and the past and present productiveness proves that large crops can be raised here, and with a small amount of protection the industry would be remunerative, and be the means of benefiting all those who have small holdings on the islands.

The United States are now paying out over \$60,000,000 annually in the purchase of coffee, and it is the only great agricultural industry that the newly acquired American territory can produce in very greatly increased quantities that has no protection. Coffee is now produced in countries that have cheap labor and a depreciated currency, and in return for the immense sums annually paid to these countries in the purchase of coffee the United States are receiving in return only a fraction of the trade of these countries. As instance Brazil, for the fiscal year ending June 30, 1901, exports from the United States over \$11,000,000 and imports into the United States over \$70,000,000.

We in Hawaii, under American rule and higher standards of living and higher-paid labor, are unable to compete with the great coffee-producing countries without some protection, and we therefore repeat our request for assistance in the way of protection and ask for a duty or its equivalent of 3 cents a pound. The Philippines, Cuba, Porto Rico, and Hawaii can produce all the coffee required for the consumption of the United States, and all that is necessary to achieve this result is the imposition of a high duty on coffee. This would at present and for some time to come raise the price very little to the consumer on account of the great overproduction of coffee in Brazil, and in a very brief period there would be a sufficient home production of coffee of a superior grade.

We are, very respectfully,

Wm. W. Bruner, Robert Wallace, Waldemar Müller, Ab Cockburn, I. E. Himes, Jno. Hind, Alice F. Beard, Thomas C. White, Mrs. Isabella McDougall (G. McD.), South Lona Agricultural Co., Ltd. (per G. W. McDougall, manager), W. J. Yates, H. K. Bryant (per F. R. G.), Frank R. Greenwell, Jas. Cowan, J. A. Maguire, R. O. Woods, H. H. Smyth, T. Gaspar, J. Kaelemakule, L. S. Aungst, George Clark, John Greig, J. K. Nahale, Guy F. Moydivell, J. W. Keliipoa, Thomas Silva, M. L. Gordon, A. McWayne Estate (W. D. McW., manager), John Sarnoa.

HONOLULU, HAWAII, *September 9, 1902.*

Hon. J. H. MITCHELL,

*Chairman of Senatorial Investigating Committee
of Honolulu, Hawaii.*

SIR: I have the honor to submit to your honorable committee the following sentiment of the real American citizen residing in Honolulu for your consideration of the following facts that have destined these

islands to their present terrible condition, as we are to-day in a civil eruption, an active volcano between the three departments, the executive, legislative, and judiciary, a disturbing element against American tradition in a foul atmosphere of Asiatics with bitterness toward Americanism, and they are protected by the courts and where.

The facts that the Republic of Hawaii was born amid the throes of a tropical revolution and the president of the so-called republic was nothing more nor less than a dictator while enjoying the title of president enabled him in a measure to disguise the real scope of his office. The same party is now governor of this Territory and seeks to perpetuate all of the conditions which existed under the so-called republic.

The provision in the organic act that the governor has every executive department of the now existing, it would be difficult to imagine a complete centralization of power in the hands of executive authority.

We are to-day between many fires, namely, the missionaries, the timers, the natives, and the Chinamen. The missionaries are disappointed, as for many years they shouted themselves for American customs and liberty. Anybody could imagine that they are honest and sincere, but it now really appears that a considerable number of the liberty advocates committed perjury or lied to their senses as the very first real test of Americanism in this Territory found them wanting. The claim of the transition period and our flag desecration. The Constitution is not a struggle to hold the few illegally convicted prisoners, but deeper in the bottom is the period of land grants and leases awarded of lands which belong to the United States Government, and also they ridiculously desire to repel the restriction on the surrender to them the custom duty, even to suspend the Constitution in their favor.

The old timers are composed of British. Notwithstanding they swore allegiance to the United States, they are jealous and in fact for they claim that these islands, in fact, belong to Great Britain and they are generally opposed to American tradition.

The natives are vehemently protesting against American rule, their land and depriving them of their beloved queen.

The Chinamen, who have here the most protection, as in every litigation against Americans and all the business is in their hands, are the greatest enemies to Americans. Woeful and shameful for an American to have him a lawsuit with a Chinaman.

In regard to the leper settlement it is only a money-making scheme which the committee can easily discover. It became so far that to be an American is a crime. Sometimes a young man with an honorable discharge from the army of Manila applied for a position on the electric road. The answer he received that Americans are not employed here. He was thunderstruck that in American territory to be an American is a crime which even in Russia is an honor.

In regard to the fire claims, this is a fact that many thousands of dollars of the people's money was either wasted or illegally used in the bubonic plague. It is generally believed by a great majority of the people glancing over the columns of a newspaper inclosed—a comparison of the cost of stamping out the cholera epidemic of 1895 with the cost of the bubonic plague in 1900, the former cost about \$100,000 and the latter cost about \$677,000, eleven times as much. The whole work of the bubonic board of health should receive

arching investigation at the hands of the committee is apparent. They were contracted and paid without any semblance of authority; blame for the wasteful use of public funds must be placed where it belonged.

The only remedy for Hawaii, the deliverance of this Territory from its dead, broken condition, is that Hawaii wants an active, competent man for governor, who has no skeletons in the closet, who is not afraid of his shadow, who can figure out the prospective revenue of the Territory, and who can adjust the public expenditure in accordance therewith, with business principles, farsighted, and push ahead; then, and not before, this Territory, which is gifted by nature, will become the American paradise of the Pacific Ocean.

As to my own personal grievance, I will state it later if the committee will permit me.

Your obedient servant,

ISAAC NAAR.

THE SUBONIC BOARD OF HEALTH MADE THE DOLLARS FLY—EXPENSES OF THE LATE QUARANTINE COMPARED WITH THOSE DURING THE CHOLERA OUTBREAK—THE COST IN ACTUAL MONEY SO FAR MORE THAN TEN TIMES WHAT THE FORMER BOARD PAID—FABULOUS AMOUNT OF FIRE LOSSES REMAIN UNSETTLED.

Within the last decade the city of Honolulu has been visited by two scourges of infectious and contagious diseases, which have necessitated summary measures in order to stamp out the trouble and protect other cities from danger of becoming infected, as also the other portions of this group of islands.

Quarantine of the strictest type was placed about the town on both occasions; arbitrary rules emanating from the board of health temporarily overrode both police and military regulations; even the schools and churches were placed under the rules prohibiting the gathering of the people.

In the quarantine on the occasion of the visitation of cholera the work was done promptly and well, and by the vigorous means employed the cause of the trouble was sought out, dragged to the surface, and speedily killed. For in this beautiful city there are a thousand and one advantageous conditions for fighting an epidemic such as beset the port, although there are many other conditions of quite the opposite character. The splendid public spirit of the people helped official action to an immeasurable degree, and in spite of the fact that this city lies well within the confines of the torrid zone, a short time witnessed the subsidence of the cholera and a return to commercial and social contact with the rest of the world.

Those were trying and exciting times, but the people stood the test, and the scourge was checked, controlled, and finally stamped out by the united efforts of all.

The outbreak of Asiatic cholera in 1895 will long be recalled with horror by the residents of this city, and the more recent presence of the bubonic plague is still very fresh in the minds of all. It took thirty days to destroy the hold of the cholera and effectively rid the city of the dread disease, while the grip of the black death remained on the city's throat for nearly or quite three months.

CHOLERA BREAKS OUT.

In the plague scare of 1895 the first case of cholera was positively diagnosed as such, on August 17, and the last of the 91 cases reported came to light on October 2. The progress of the disease was rapid in a comparatively short space of time, and at the expiration of a few weeks from the discovery of the first case Honolulu was in a sanitary condition than she ever was before, while not a trace of the terrible disease remained, except in the saddened memories of those whose dear ones were claimed as sacrifices.

The measures adopted by the board of health under W. O. Smith were radical and splendidly effective. Stringent rules were enforced in practice regarding the use of fish and all manner of sea food. The town was districted so that upon the appearance of a suspicious case the facts were at once discovered by the physician in charge of the district, and the case was immediately isolated, while every possible means for preventing a spread of contagion was applied and a proper treatment given the unfortunate patient.

Guards patrolled the coast and allowed neither egress nor ingress into the city. Great stretches of taro patches were destroyed by the board. Many other wholesome rules were also promulgated, some of which were distasteful at the time, but which in the light of subsequent events are proved to have been for the best.

GREAT ECONOMY SHOWN.

The cost of stamping out the terrible cholera, from which the epidemic occurred in about six weeks in the heat of a tropical summer, was a sum of \$61,697.55.

This sum, according to the complete report of President W. O. Smith, includes the pay of employees, hospital expenses, transportation, supplies, the burial of the dead, food and clothing, damages and effects destroyed, buildings erected for the accommodation of persons who were removed from infected localities, the cost of erecting and disinfecting plants, and all incidental expenses.

Great care was sought to be exercised and accurate accounts kept of all transactions.

Among the expenses was the pay of patrol guards—on foot and boats in the harbor and in Nuuanu stream. The guard duty performed by large numbers of the citizens in the adjacent districts of the island was supplementary to that of the paid guards and employees.

Sixty-one thousand six hundred and ninety-seven dollars and five cents! And all the bills paid and all trace of the disease.

The correctness of W. O. Smith's report has not been questioned and can not be questioned. The actual cost of stamping out virulent cholera in the summer of 1895 was only \$61,697.55. The means for handling a terrible epidemic were not wasted. So much for the cholera.

BUBONIC PLAGUE.

During the week ending the 16th day of December, 1895, a case of bubonic plague was discovered in this city.

by 70 other cases of a similar character. The last case was arrived at the detention hospitals in the latter portion of March, 1900, and in all 61 of the unfortunates died.

There were fewer cases of plague than of cholera, and fewer deaths resulted than in the cholera epidemic. The quarantine regulations were of a similar nature in both epidemics, and the precautions taken in both cases something alike. At any rate the end desired was accomplished, and the disease was checked and stamped out. It took less time to control the cholera than the bubonic plague, but perhaps the large amount of money the late plague board had to spend would explain why it took but six weeks to drive out the one and more than six as long to suppress the other.

Those afflicted with the cholera were mostly natives, 82 out of the cases coming from among the Hawaiians. There were also 7 cases of cholera among whites and only 2 Asiatic cases. The bubonic plague affected only 18 natives and 7 whites, while 46 Mongolians felt its terrific grasp.

CARE VERSUS EXTRAVAGANCE.

Few will say that the epidemics were equally well handled. At the onset of the cholera outbreak quarantine was declared, and the disease was pursued with unremitting watchfulness until the last trace of the disease had been destroyed. The plague visitation was not taken care of with the same grasp and strength, although the means available for crushing the unwelcome visitor were far more ample.

In the first place there was hesitation and uncertainty where there should have been decided action. Then measures were put in force only to be rescinded within the day. And so it continued until the treacherous and stubborn enemy was well entrenched in the purlieus of Chinatown and sparsely sprinkled over the whole city.

Thousands of Japanese were placed under guard at the drill shed, and hundreds of Mongols were held at the detention camps. The cost of keeping these people in quarantine was enormous when compared with the amount they would ordinarily spend for their own keep while in liberty. It has been even said that the cost per capita per diem to keep the Japanese at the drill shed was \$1.28 and the Chinese at the detention camp a proportionate figure.

As it costs the average Jap about 15 cents a day to live joyously and on the fat of the land, the use made of the balance of the money in supplying them with the food they made such a howl about is decidedly in the dark. But, perhaps, the Japs demanded four or five courses at dinner, and may be the liqueur for their cafe noir was expensive and hard to get. And then, again, may be it was not the high prices and diversified grub that made the bills so boisterous. Who can tell?

But the high cost of keeping the Mongolians in temporary durance was not the main difference apparent in sizing up the suppression of the plague. It was only one of them.

The principal circumstances wherein the cholera board differed in its management of its quarantine from that of the bubonic board was in the total cost of ridding the city of the pests.

SOME COMPARATIVE FIGURES.

It cost \$61,697.55 to get rid of the cholera, but the bubonic board spent \$677,500 to partially pay for stamping out the plague. There

were some fire claims caused by the suppression of the cholera in relation to the amount charged against the board, but the total figure would not approximate \$100,000 for every possible expense. Claims of a similar character for \$2,000,000 and upward are still unpaid to the bubonic board.

Here is a little table that will raise a question in the minds of people:

Cost of cholera quarantine	\$81
Duration of cholera	
Cases of cholera	
Deaths from cholera	
Cost of plague quarantine	\$8
Duration of plague	
Cases of plague	
Deaths from plague	

It will be readily seen that there were more cases of typhoid suspected cholera than plague, more deaths from the cholera than plague, less than half the time required in putting down the cholera than the plague, and the price was less than one-tenth of that which was paid to exterminate the plague.

COMPETENCE AND INCOMPETENCE.

Shortly after the cholera epidemic made its appearance the men in control of the board of health was to spot where the disease was discovered and to apply all manner of disinfectants and preventives.

Cholera is of a much more subtle nature than nearly all the great epidemic diseases. It spread in this city until it was well-defined cases all the way from Waikiki to Chinatown, and all the territory covered by the pest, the cost of stamping out the further cost of settling all subsequent claims for damages. The entire amount expended was appreciably less than \$100,000.

On the other hand, the bubonic board displayed a vacillation in confronting the commencement of the quarantine at the outbreak of the plague. The board was clothed with autocratic powers and its edicts were as absolute in their effect as those of the Chinese Emperor, yet the grasp of the bubonic board was weak at the outbreak of the plague. Its actions were swayed and influenced by the clamor of the people.

The great mistake made in handling the plague was in isolating the unaffected areas of the city in a state of isolation instead of imposing the restrictions on the particular spot where the disease was discovered. Then within the lines of the quarantine of the Chinatown residents of the quarter were allowed to go and come where they pleased and had immediate access to the pest spots of the localities. The visiting of the sick by the Chinese infected people.

When the board of health finally came to a realization of the gravity of the situation it was determined to use fire to destroy and infect the affected localities. As the plague increased a building was burned.

Whenever a suspicious case of sickness occurred a building was burned. A craze seemed to take possession of the people and times adjoining property was destroyed in the effort to destroy the pest.

The lack of restrictions in regard to free access to the city within the quarantine lines kept the plague alive and

judgment on the part of the board. But the error most keenly felt, that was made by the board in dealing with the plague, was that the residents of these great areas had to be provided for out of public treasury. Food was short as to supply and high in price, and little or no system was applied in creating indebtedness or in the disbursement of money. After the disease had succumbed several bills for large amounts were presented and paid, and the board is still wondering who authorized the contracting of them.

WHERE IS THE MONEY?

The fire losses, none of which have been adjusted, have been variously estimated at from \$1,000,000 to \$10,000,000. The conservative people place the figure at somewhere near \$2,000,000; and from recent appearances it would seem that the prospect of final payment is as far as ever from the point of liquidation. A suggestion was advanced sometime ago to have the legislature at the coming session take upon the matter, but for some untold reason the memorial was shelved. In the meantime the people who are not interested in getting fire loss adjusted are beginning to wonder why it costs ten times as much to handle the plague as to suppress the cholera.

An effort is going to be made to try to find out.

Why was it?

In the honorable subcommittee of the United States Senate Committee on Pacific Islands and Porto Rico.

GENTLEMEN: Your memorialists, representatives of the Chinese community in Honolulu, deeming it an act of Providence that directed you to come to these faraway islands of the Pacific to investigate the affairs of the youngest Territory of the United States of America, respectfully represent on behalf of the sufferers by the great fire of January 20, 1900:

That during the months of December, 1899, and January, 1900, bubonic plague was said to have obtained in Honolulu, and measures were taken by the local board of health to stamp out the deadly malady. At first buildings where plague patients had died were ordered to be destroyed by fire, but finally other buildings were burned at the discretion of the board of health. A large proportion of the structures within the plague-stricken district, known as Chinatown, were destroyed as a result of the drastic measures instituted by said board of health. The various fires that took place prior to January 20, 1900, did not cause any very great calamity, because they were kept under control, but the fire of January 20, 1900, produced such disastrous results that the effects of it are keenly felt at this present day.

The board of health had decided that certain buildings at the rear of Kaumakapili Church should be burned on that unhappy day, and at an early hour torches were applied to the buildings at the rear of the church. Soon there arose a high wind which rendered the flames more furious so that burning cinders were carried to the top of the steeples of the church. Before long the steeples were in flames, and owing to their height all efforts to quench the fire were baffled. From this high eminence burning cinders were carried by the strong wind which prevailed to the other buildings of the district, and in a very short time the whole of Chinatown was in flames.

The people confined within the narrow limits of the plague-district rushed out into the streets for safety, carrying with them the most valuable articles, but these the guards seized and cast into the burning buildings, whereupon the people had to leave behind their earthly treasures, which they had accumulated by years of unmitting toil. The flames drove them on toward the entrance of the quarantine district. Here they were met by soldiers with bayoneted rifles and by citizens with pick handles obstructing their exit.

At this juncture excitement was high and there was imminent danger of bloodshed. But better counsel prevailed, for the civilities personally allayed the excitement of the multitude and they were told that the Government would surely recompense the losses sustained. Relying upon the representations of the authorities, the people of Chinatown subdued their rising tendency to riot and were driven meekly in hordes to the old stone church and its racks, and thence to the various detention camps, where they endured untold hardships.

When the people were released from the detention camps they found that their homes were made desolate, and many were forced to live on Government highways. Trusting, however, to the representations of the authorities that they would be recompensed for their losses, the refugees of the great fire bore their hardships with Job-like patience. Without employment or occupation, they were forced to live on public and private charity, with the hope that the Government would soon pay their losses, when they would be able to build up new homes and places of business.

But months and years have passed since the great fire, and no satisfaction has been made by the government to pay the sufferers for the losses sustained. Impatient at the delay of the government to reimburse them, many of the sufferers became despondent and began to take their own lives; others worried over their losses and wondering whether they would ever regain their former status in the community which years of unremitting toil had established; and still others were driven to suicide by the sickness and death, leaving their wives and children in helpless circumstances; and still others were driven to crime.

Notwithstanding the untold sufferings which the people have endured, the court of claims, created to adjust the claims of the sufferers, has increased their sorrow by cutting down their claims to an average of 50 per cent without reason other than that the appropriation was insufficient to pay their claims in full. But for this, to add to the burden which has become too heavy for the government is unable to pay even according to the award of claims, partly owing to the deficit in the Territory, and principally to the fact that the appropriation made by the territorial legislature was ultra vires, in that it exceeded its powers and was in violation of the provisions imposed by the organic act as per section 55 of the same. Consequently, the warrants which were to have been issued to the claimants have been withheld.

In view of the present financial condition of the Territory; in view of the illegality of the appropriation made by the territorial legislature; in view of the fact that one and a half millions of the customs collections of this port is yearly transferred to the coffers of the Federal Government; and in view of the fact that the Territory is a parcel of the United States of America, and in view of the fact that the people are still suffering from the effects of the great fire,

either directly or indirectly, your memorialists humbly pray that, as you have so providentially come into our midst, you may make enough investigation of the distressing conditions of the sufferers by a great fire, and use your influence at the next session of Congress to urge the passage of a bill appropriating an amount large enough to pay the claims of the sufferers in full; and for this your memorialists will ever pray.

We have the honor to be, gentlemen, your most obedient and humble servants,

W. CHAS. AHPOOK.
C. KR. AJ.
L. AHLO.
WONG CHOW.
CHUN WING.

Dated September 13, A. D. 1902.

HONOLULU, TERRITORY OF HAWAII, U. S. A.

To the honorable subcommittee on Pacific Islands and Porto Rico created by Congress to investigate conditions and government of the Territory of Hawaii.

GENTLEMEN: Having been practical and actual farmers in the State of California from 1846 to 1879, at which time we came to the Hawaiian Islands (where we have continued farming to the present time), we feel that our experience in this line in this Territory during the past twenty years qualifies us to speak intelligently upon the subject of diversified agriculture of Hawaii.

We first located on the island of Maui, where we entered into an agreement with the Hawaiian Commercial and Sugar Company to plant cane, with the further agreement to sow grains of all kinds and plant vegetables on the lands of the company.

Upon our arrival we were told that diversified farming could not be made profitable in Hawaii, but after looking over the island and investigating the soil we concluded, like many who preceded and succeeded us, that those who had tried farming previous to us did not understand their business. Like all newcomers, we based our opinions upon conditions existing on the mainland. To us the most favorable conditions of climate and soil were presented and, against the advice of those who had tried general farming in former years, we plowed and sowed to barley and oats several hundred acres. It came up and looked well until it was about 1 foot high, when it was attacked by worms and the entire crop was destroyed. We were not discouraged, however, and the following year we sowed all the land we had cultivated the first year, and added quite a lot more; the result was the same as in the first—no crop. About this time the idea occurred to us that those who tried farming previous to our arrival had arrived at about the right conclusion, viz, that general farming was not a profitable investment, and we did not try it again on Maui.

In the fall of 1882 we came to the Hamakua district, in the island of Hawaii, and took up cane planting, general farming, and stock raising. The land under our control extended from an elevation of 200 feet at the seashore up to 10,000 feet, which is the limit of the vegetation.

On this tract of land we have tried all kinds of grains during twenty years it has been in our control and at all elevations 1,250 feet up; no results were obtained from wheat, barley, or corn. They all came up well and did well until they were about a foot high when they were always attacked by worms, as they had been on the mainland. We never had even pasture for the above grains. We have raised corn and potatoes more or less every year, and we have been able to get a paying crop from these last two for about one year out of five, but the losses have always exceeded the receipts to such an extent that we have practically given up this kind of farming, and are now willing that some one else shall reap the fortune and glory that has been obtained from general farming in the Territory of Hawaii. In my candid opinion, based on experience covering a period of twenty years in the Territory of Hawaii, that general farming will never pay until science comes to the relief or aid of farmers and until an enemy for the pest that infest our soils.

We will add that in the forests, using virgin soil, the chance is even that there will be a paying crop the first year, but in the second year all the insect pests that inhabit our soils, with their relatives and friends, will be there waiting for the innocent and unsuspecting farmer's crop to get well started, when they will attack it, and all his efforts his crop is doomed; the result is that farmers engaged in general farming is concerned, are practically abandoned. As a thing else, there are exceptions to the rule, but cases where a profit has been obtained are so few, and the small tract favorable to the farmer and the return so small in comparison to the time and labor he expends but little about them.

In 1889 we began the growing of coffee, which was selling at that time in the market at from 18 to 22 cents per pound. As well in this district and in many other parts of this group, that we had at last found something outside of the sugar industry that would pay. We continued to extend the cultivation of coffee for a few years ago, and now have about 400 acres, but after we left our area the price went down, our last account sales were \$95.10 net for 1,000 pounds of cleaned coffee, while the cost of production and marketing was \$105.25 for 1,000 pounds, a net loss of 1 cent per pound for every pound produced. The cost of cultivation is made up as per memorandum herewith attached. The expenses of owner or manager and family are not included in the estimate, only the actual labor, etc.; the coffee being under the management as the sugar plantation we do not have this expense. A great many homesteaders in this district having lost interest in the coffee they picked last year did not harvest their crop, realizing the fact that they would save money by not doing so. In many cases they have left their homesteads, and have found employment on the adjoining sugar plantations.

In our own cases we have decided not to cultivate coffee any more, and what was once one of the most promising and profitable coffee plantations in the Territory of Hawaii is now nearly a wilderness, and this will be the end of most of the coffee plantations in this Territory unless there is something done by the United States to encourage its cultivation.

High cost of labor is much against it. Again, the trees are picked over at least three times to get the entire crop, while in South American countries one picking suffices.

Again in most cases it is costly to transport it to the landings, freights are very high to Honolulu as you will notice by glancing at the memoranda attached. We are, perhaps, as favorably located to grow coffee successfully as any other planters in the Territory, for we can generally send men up to assist in picking. Again, when there is not work in the coffee the men are given work on the sugar plantation. Thus one works as an assistant to the other, whereas independent planters or those who have coffee only can not afford to keep the men between the time of the pickings and are obliged to depend on getting extra men when they are required. In many cases the men are not to be had and the coffee is not gathered owing to this shortage.

We therefore say that, without assistance to this industry, there will be left only sugar, rice, and stockraising, but with proper encouragement it can no doubt be made an industry ranking next to sugar. There is approximately 200,000 acres in the Territory suitable for the cultivation of coffee and it would soon be occupied.

There has been an agitation for many years both by the press and individuals to encourage small farmers to settle here. That it may be accomplished is the hope of every Anglo-Saxon in Hawaii, but it is preposterous to encourage people to come here until the coffee is protected in such manner as Congress may devise to put it upon a paying basis and until science has solved the problem of eradicating pests.

It has been demonstrated that of the various branches of agriculture tried in Hawaii, coffee is, up to the present time, the one best suited to the man of limited means. Nothing is more beautiful than a home in the center of a coffee plantation and there the American will find his surroundings most pleasant.

If the 200,000 acres mentioned can be settled on by American families, then this Territory would indeed be, not only the paradise of the Pacific, but the paradise of the world—a condition which can not in reality exist while sugar and rice are the only industries which may be profitably maintained.

JOHN M. HORNER & SONS,
By A. HORNER.

Rents	\$10. 00
Living	18. 00
Raising	5. 00
Shipping 5,200 pounds berries or 1,000 pounds clean coffee.....	32. 76
Carrying same from field to coffee house.....	2. 96
Picking, drying, bagging 5,200 pounds berries.....	6. 625
Cost of bags for parchment.....	. 867
Cost of bags for clean coffee.....	1. 428
Freight to landing.....	. 487
Storage at .....	. 125
Freight to HONOLULU	2. 37
Freight to SAN FRANCISCO.....	1. 625
Storage in .....	. 325
Sorting, polishing, grading	7. 625
Hand picking	7. 35
Storage to wharf .....	. 25
Warehouse insurance.....	. 825
Harbor tolls.....	. 025
Percent loss in weight	1. 598
Excise	5. 00
<hr/>	
	105. 24½

JOHN M. HORNER & SONS,
By A. HORNER.

REPUBLICANS IN CONVENTION—PROCEEDINGS AT LENGTHY EVENING SESSION—PERMANENT OFFICERS AND DELEGATES ELECTED AND PLATFORM ADOPTED.

Progress Hall was brilliantly illuminated last evening. * *

A. G. M. Robertson, chairman of the committee on resolutions read the following report:

Be it resolved, We, the Republicans of the Territory of Hawaii in convention assembled, do hereby declare our adherence to the principles of the Republic of the United States, and, in so far as we can, pledge our hearty support to it and its policy.

We indorse the foreign policy of the Administration of President McKinley, congratulate the Republican party and its leaders on the position taken and the results resulted in the annexation of Hawaii.

We appreciate and are thankful for the liberal terms of the act whereby Hawaii was constituted a Territory of the Union.

We look forward with eager interest to the laying of a cable that will connect the Territory with the mainland and the world, and to the speedy completion of the Nicaragua Canal, whereby Hawaii will become in fact the crossroads of the Pacific.

We favor the speedy enactment of laws for the establishment of such municipal governments as may be necessary to bring the conduct of our Territory into full accord with the theory of American institutions and the principle of self-rule.

"We declare ourselves in favor of the extension of the homestead principle and the enactment of such laws as will with the least difficulty and expense provide for the many."

We call upon all citizens and voters of the Territory who are in sympathy with the principles of the Republican party and in favor of good government to join and associate themselves with the party that has ever stood for liberty and justice.

We believe the interests of Hawaii can best be trusted in the hands of those who have given to the country a Lincoln and a Grant, a Garfield and a McKinley.

Respectfully submitted.

A. G. M. ROBERTSON
GEO. W. SMITH
C. P. LAUKEA,
A. B. LOEBENS
A. N. KEPOIKA
Committee on Resolutions

The Hawaiian version having been gracefully read by the Hawaiian delegation, the platform was adopted amid prolonged cheering.

Delegates were present from every part of all the islands.

BY MR. A. HERBERT—VETERAN AGRICULTURIST MAKES REPORT—VIEWS ON LAND HOLDINGS—FREIGHT RATES ON FREIGHT CARRIERS—LEASED TRACTS—DESTRUCTION OF FOREST LAND.

To the Bureau of Agriculture and Forestry:

In accordance with your request to examine into and report on the condition of the government forest land, water courses, and other public lands, I submit the following report:

I have for the past ten years called the attention of the Bureau of Agriculture and of our government to how our once beautiful forests are destroyed by cattle and horses.

Thousands of acres of forest have been destroyed, hundreds of forest trees dead and dying. This is particularly true on government land under long and short leases. So much must be done at once to stop the destruction by fencing in the land and removing the worthless cattle and horses. Your attention is called to Chapter XXX, section 4, on forestry law.

In tours of inspection I notice with regret how the holders of small tracts, say from 5 to 50 acres, are decreasing and are being absorbed by the sugar promoters and land speculators. The decrease of small tracts is particularly noticeable among the native Kulianas on Oahu and within the environment of Honolulu, which have passed into other hands. This is a stubborn, undeniable fact. We find the small native homesteads deserted; the young and middle-aged people have come to our seaports, only the aged and some children remaining.

This bureau should be the most important department under our government; even the paramount board of health should be subordinate. In Washington, D. C., when a hospital or a site for a school-house is desired, the Agricultural Department makes the selection for the location.

The three most progressive nations in agriculture in the world—the Germans and the Americans, and following them the English—have their agricultural bureau their leading department.

The Wahiawa, Oahu, and American homestead associations were organized a year ago under our homestead laws, and settled on barren unimproved land 16 miles from Pearl City and 10 from Waialie. In one year these sturdy farmers have done much with very, very limited capital, but determined to make for themselves and family a permanent home in our genial climate. Mr. Kellogg, one of the 12 settlers, said a few days ago that he had cleared \$200 from 1 acre of land in watermelons, tomatoes, and small vegetables. Also that he saved \$19 in freight by hauling one load of produce from his place to Honolulu and a return load of lumber in place of having it sent by rail.

A number of complaints come to this bureau from small producers of all the islands, complaining of the extortionate charges of our transportation companies, our two large island steamship companies in particular. We claim that our island steamship and railroad companies are not justified in taking the position that their business is to extract as much as possible out of the producer in order to show a credit balance.

We have on the island of Oahu alone over 20,000 acres of government land on which the lease expires in less than two years. This land fronts on the ocean, has government road, railroad, and telephone line running through it. Hundreds of American and European farmers could settle on this land—such men as we have at Wahiawa. There can be no injustice in having this land divided into small holdings, as the present lessees have had the land for the past fifty years for less than 6 cents per acre per annum. But settlers on such land must cooperate. Cooperation is the German farmers' stronghold. It is of various kinds. There are cooperative credit banks, cooperative steam plows, drainage, and irrigation. Cooperation is the key to success, and has started and saved many poor farmers.

Looking over the whole field of Hawaii's marvelous and varied industries, I feel an unshaken faith in the future prospects of our horticultural industry. In the next report I will call your attention to the silk, rubber, and other important industries.

It is of importance to this island that the truth should be told regarding the actual conditions here and the opportunities for a white immigration. A large number of Japanese are coming to these islands, mostly as contract laborers, for the nominal purpose of entering on the plantations in the sugar industry, but who subsequently find their

way to the towns of our seaports and enter into serious competition with the American and European artisans and small tradesmen. This is clearly undesirable. The Japanese, unlike the Chinese and Portuguese, are not agriculturally inclined.

A. HERBERT

MEAT FOR HAWAII—HEAVY BEEF AND MUTTON HUI FOR THE ISLAND—A RANCH CHANGES HANDS—COL. SAMUEL PARKER HEAD OF THE NEW COMPANY—SUPPLY FOR THE FUTURE

One of the largest land deals ever chronicled in the records of the islands will be consummated on the return of the Hon. Col. Parker from the mainland.

For some time past Colonel Parker has held an option of purchase over the Humuula and Kaoha sheep stations on the island of Oahu, comprising an acreage of 237,000 acres and immediately adjacent to the present ranch of about 300,000 acres and was only prevented from completing the purchase before his departure through a delay in obtaining a complete inventory of the stock carried.

The lease of this great property, which expires in 1908, is held by August Hanneberg, manager of Olowalu plantation, his brother, John, of Honolulu, and Manager Gramberg, who together hold the 1,000 shares of the Humuula Sheep Station, which is valued at \$100,000.

With the real estate there is sold about 30,000 head of sheep, 600 horses, and also two shares in the Metropolitan Company.

The purchase price is said to be \$70,000. It is understood that Messrs. Waterhouse & Co. were the brokers who brought about the sale, but upon inquiry there, beyond admitting that Colonel Parker held an option, they declined to give any information.

The Humuula Sheep Station is the ranch from which the greater part of the muttons of mutton are made for the local market, and the new ranch company, of which Colonel Parker is the representative, is expected to place a check on the present heavy drafts from that station and to serve the present stock to supply the rapidly increasing demand for meat on Hawaii.

This action will of course affect the local supply.

Graziers, landowners, and business men generally of Oahu have for a long time been considering or expecting precisely the action that has been taken by Colonel Parker. The population of the island is increasing very rapidly, and with the extension of cultivated fields and the establishment of new plantations the pressure on the land is contracting. At the same time the call from this place for meat from Hawaii has become stronger and stronger from month to month. The agitation on Hawaii for "protection" of the meat supply of the big island has resulted in the formation of the proposed Metropolitan Company, of this city, upon the same lines, but probably a more successful corporation.

No less a personage than United States Senator Clark is expected to be head of the new company.

HAWAII WANTS A HOMESTEAD LAW, AND MUST HAVE IT.

The two-column circular herewith is taken from the Hawaiian Gazette of November 3, 1899. (The Gazette has always supported the official acts of the Hawaiian land department and the officers of the Republic of Hawaii.)

The report of A. Herbert to the bureau of agriculture and forestry plainly shows that the very small holdings are failures and the very large leases are frauds.

The second column, headed "Meat for Hawaii," is nothing short of an Hawaiian meat trust, and in the deal it gets control, by assignment of lease, of 237,000 acres of public lands now the property of the United States.

That the deal as above stated was consummated is shown by the following from the Evening Bulletin, May 4, 1900 (published at Honolulu):

FRIDAY, May 4.

Hon. Sam Parker said this afternoon that the deal for the Humuula ranch was consummated and the papers would probably be signed this afternoon or to-morrow. The purchase is of the leasehold, which has about eight years to run, and covers 3,000 acres of fine pasture land, on which are 30,000 sheep and upward of 600 head of horses. The purchase price is \$70,000.

With this purchase and the lands already secured by Mr. Parker he will control nearly 1,000,000 acres of land on the island of Hawaii. The Humuula property will remain separate and distinct from the Mana estate. On being questioned, Mr. Parker said that the new purchase would have more or less bearing on the reorganization and extension of the Metropolitan Meat Company, in which he was quite a heavy stockholder. He denied the often-heard statement that a new meat company was to be organized, but said that the reorganization and extension of the present company would take place at once and the new markets contemplated would be in working order very soon.

"I am now through with Hawaii," said Mr. Parker, "and shall next turn my attention to securing desirable lands on the island of Mani; from there I shall go to Lanai, Oahu, and Kauai in succession to secure whatever good land I can for the company."

"What will you do then?" was asked.

"Well," said Mr. Parker, with a straight Republican smile, "you may state that I will probably branch out toward Niihau."

To the everlasting disgrace of the Fifty-sixth Congress, the following provision relative to the public lands of Hawaii, which passed the House of Representatives April 9, 1900, was allowed to be stricken out by the conference committee:

Sec. 73. That * * * *Provided, however,* That all sales, grants, leases, and other dispositions of the public domain, and agreements concerning the same, shall be reported in writing each month to the Secretary of the Interior, who shall have authority to confirm, reverse, modify, suspend, and annul any of said transactions. That all of said transactions so reported upon which no action shall be taken by the Secretary of the Interior, within sixty days from the filing of such reports in his office shall thereupon and thereby be confirmed and ratified.

The Secretary of the Interior is hereby authorized and required to provide and promulgate the rules and regulations relative to all contests on the disposition of the public domain and appeals to him.

Can any sane member of Congress give any good reason why this provision was stricken out?

The Hawaiian Territorial bill, as passed by the Senate February 27, 1900, contains the following:

That the sum of fifteen thousand dollars, or so much thereof as may be necessary, be hereby appropriated, out of any money in the Treasury not otherwise appropri-

ated, to be immediately available, to enable the Secretary of the Interior to examine the laws of Hawaii relating to public lands, the proceedings thereunder, and all matters relating to public lands, including the selling, granting, leasing, or other disposition of the public domain and agreements or franchises concerning the same granted by the Hawaiian Government prior to the eleventh day of September, eighteen hundred and ninety-nine, and subsequent to the twelfth day of August, eighteen hundred and ninety-eight.

And to enable the Secretary of Agriculture to examine into all matters concerning agriculture and forestry and public roads in said Territory, which duties shall be performed with all convenient speed; and each of said officers shall report to the President of the United States, with recommendations upon the matters concerning which he is herein charged. The appropriation herein provided for shall be divided equally between the Department of Agriculture and the Department of the Interior, as the necessities of the investigations of each shall demand.

Can any sane member of Congress explain why this proper and necessary provision was not included in the report of the conference committee and made a part of the organic act?

There is no answer, other than carelessness on the part of some and duplicity on the part of others.

By a provision inserted in the organic act, at the request of a special agent or representative of President Dole at Washington, the President of the United States is requested to approve of the acts of the Hawaiian land department from the 7th day of July to the 28th day of September, 1899; among other things to approve of 22 separate deals whereby the public lands of the United States in the Hawaiian Islands are disposed of to Japanese and Chinese, to whom were at any time either citizens of Hawaii or of the United States—even the Hawaiian land law provided against such dispositions (see sections 31 and 58, land act of 1895, qualifications of applicants)—and is also asked to approve of as many more dispositions to corporations. It is clearly evident that the land department did not want any investigation of “land laws of Hawaii or the proceedings thereunder,” hence, the untiring efforts of their lobbyists in Washington to have such provisions stricken out. In place of the wholesale approval is provided for without investigation. The Hawaiian citizens here in search of homes on the public domain would like to know if it is the intention of Congress to have all the public lands of the Hawaiian Islands disposed of to corporations and to Japanese and Chinese, while they are almost wholly prohibited by reason of the prices so high for poor land covered with almost impenetrable forest high up on the mountain side, and by entering into contracts on such terms of payment that would make Shylock blush.

This association will send the land laws of Hawaii to the Hawaiian citizens applying for the same. (Write to American Settlers' Association, Olaa, Hawaii.) When you get the law you can judge for yourselves.

The land law for the disposal of the public lands in the Hawaiian Islands, the property of the United States, remains much as it existed under the Republic of Hawaii, and so thoroughly disapproved by the people in the islands that the Republican convention assembled, at Honolulu, May 30, 1900 (which was a representative body of men that assembled in the Hawaiian Islands during the past five years, if not more, the legislature of the Hawaiian Islands adopted the following plank in its platform:

We declare ourselves in favor of the extension of the homestead law, and the enactment of such laws as will, with the least difficulty and expense, provide for the many.

This alone should be enough to convince any reasonable man that a change must be made. It would have been useless for the Republicans to put a ticket in the field without such a guaranty in their platform. A uniform homestead law for Hawaii is necessary and without delay. We therefore ask Congress, at its second session, to reconsider section 1 of the act approved April 30 and repeal the same, enacting in its stead a homestead law that will give an honest white man a chance to live in Hawaii; a law that will tend toward the development of the country; a law that will not turn back from our shores the practical American farmer, which has constantly been the result in the past.

Respectfully,

AMERICAN SETTLERS' ASSOCIATION.

EXHIBIT No. —.

CENSUS OFFICE,
Washington, D. C., November 20, 1902.

Hon. JOHN H. MITCHELL,
United States Senate, Washington, D. C.

SIR: Replying to your letter of November 16, 1902, I would say that according to the census taken in 1890, under the direction of the Hawaiian Government, the population of the Territory of Hawaii was 89,990, and that according to the returns of the Twelfth Census of the United States the population of the Territory was 154,001.

The approximate distribution of the population at these two censuses, according to color and race, is as follows:

	1900.	1890.
Hawaiians.....	29,799	34,436
Non-Hawaiians.....	7,857	6,186
Asians.....	28,819	18,999
Europeans.....	25,767	17,002
Americans.....	61,111	12,360
Others.....	^a 648	^b 1,007
Total.....	154,001	89,990

^a South Sea Islanders, 415; negroes, 233.

^b Polynesians, 588; other nationalities, 419.

These figures have been compiled from the report (see page 29) of the Commissioner of Labor, transmitted to the President pro tempore of the United States Senate under date of February 4, 1902, and from the report (see insert opposite page 16) of the general superintendent of the census of Hawaii for 1890.

Very respectfully,

EDWARD McCAULEY,
Acting Director of the Census.

EXHIBIT No. —.

TREASURY DEPARTMENT,
OFFICE OF THE LIGHT-HOUSE BOARD,
Washington, November 20, 1902.

Hon. JOHN H. MITCHELL,
United States Senate, Washington, D. C.

SIR: The board has the honor to acknowledge the receipt of your letter of November 15, 1902, to this office, asking that there be sent to you copies of estimates or recommendations heretofore made by the Department in regard to the erection of light-houses in the Hawaiian waters.

In reply the board begs leave to state that the light-house service in Hawaii is not within the jurisdiction of the Light-House Board, and therefore that the board has made no estimates or recommendations relative to the erection of light-houses in Hawaiian waters.

The board, however, has made, without effect, in its last two reports and estimates, and has repeated in those for 1902, the following recommendation:

It is also recommended that \$25,000 be appropriated to maintain the light-house establishment in case it should be turned over to the Light-House Board.

If the Treasury Department has made any estimates or recommendations of this nature it is not known to the Light-House Board; and is the board aware that any action has been taken by Congress relative to the creation of light-houses in Hawaiian waters.

Respectfully,

C. T. HUTCHINGS,
Captain, U. S. Navy, Naval Secretary.

EXHIBIT No. —.

HONOLULU, HAWAII, *September 11, 1902.*

Hon. JOHN M. MITCHELL,
*Chairman Senatorial Commission of the United States
on Pacific Islands and Porto Rico, Honolulu, Hawaii.*

SIR: In view of the inquiries made by you of Hon. H. E. Henshaw, secretary of the Territory of Hawaii, relative to the feasibility of creating a channel extending from Honolulu Harbor to Kalihi, I respectfully beg to submit that three years ago, as a result of a conversation I had with Mr. B. F. Dillingham, of our city, and in furtherance of his request in writing for an option to purchase from Princes D. Kawanakoa and J. Kalaniana'ole their right, title and interest in the land, fish ponds, and tide lands of Mokauea (since vested in Kapiolani Estate, Limited), bordering in the vicinity of a proposed channel then discussed to be opened, I employed on behalf of the princes, Mr. W. A. Wall and Capt. A. A. Rose, the former to make soundings of Kalihi Harbor and the latter to make borings on the tide lands extending from Honolulu Harbor to Kalihi Harbor.

Some 600 soundings were taken, giving the different depths of the harbor, and 16 borings were made at distances of 500 feet, and

the formation that exists of each boring to a depth of 30 feet were placed in separate bottles, all of which I have, together with the report of Captain Rosehill on same, and also a map showing the Kalihi harbor and the soundings made by Mr. Wall.

Upon the completion of the above an option was given to Mr. Dillingham for the purchase of said lands, fish ponds, and tide lands, which option has since expired. I think Mr. Dillingham had an estimate made of the cost of cutting a channel 350 feet wide, 30 feet deep, and of a distance of 8,200 feet.

If desired by your honorable committee, I will be pleased to wait upon you with such information as I have acquired in the premises.

Yours, respectfully,

JOHN F. COLBURN,
Treasurer Kapiolani Estate, Limited.

HONOLULU, HAWAII, *September 11, 1902.*

Mr. JOHN F. COLBURN,
Treasurer Kapiolani Estate, Limited,
854 Kaahumanu Street, Honolulu, Hawaii.

DEAR SIR: Responding to your courtesy under date of September 1, suggesting certain information in your possession in regard to the proposed creation of a channel extending from Honolulu Harbor to Kalihi Harbor, we beg to say the committee shall be pleased to have you communicate with us in writing, giving such information as is in your possession and which you may deem of importance for us to consider, and personally present the same to us, together with any maps or other information that you may have respecting this matter. Our rooms are at the naval station.

We make these suggestions as the most expeditious way to obtain the information, on account of our limited time.

With great respect, we are,

Faithfully, yours,

JOHN H. MITCHELL, *Chairman.*

EXHIBIT L.

N. KOHALA, *September 23, 1902.*

The UNITED STATES SENATORIAL COMMISSION,
Honolulu.

GENTLEMEN: Allow me to say a few words concerning Hawaiian immigration.

In my opinion, Asiatic immigration, as advised by many parties in Hawaii, would not solve our labor problem:

(1) Because Asiatics, even if they were allowed, would not remain in the country, and would not, if they did, build up our permanent population, because the vast majority of immigrants of that race are single men.

(2) Living as cheaply as possible to hoard up money in order to return home with it as soon as possible. It is said that we need about 50,000 laborers. Suppose that each one saves \$50 a year; that

amounts to two millions and a half. What a drain! Especially when as it is bound to do, it goes on for years.

On the other hand, were Portuguese assisted immigration, which has proved so beneficial to the country, allowed by Congress, the population, and consequently the labor question, would be settled in a few years: (1) As the Portuguese come to remain; (2) they bring numerous families; (3) they are desirable whites; (4) Christians; (5) good citizens; (6) their children, educated in our common schools, adopt readily American customs and ideals; (7) they invest every dollar they save in the country.

Portuguese immigration would, of course, be more expensive, but the result being permanent, the first outlay would be largely repaid in a few years.

Hoping that my communication will prove agreeable, I remain, gentlemen,

Yours, very respectfully,

E. DE HARVEY

EXHIBIT No. —.

ELEELE, KAUAI, *September 18, 1900*

Senator MITCHELL,

Chairman Senatorial Commission.

DEAR SIR: If the conclusions arrived at by your investigation are to be drawn from personal opinions expressed by men with a grievance but without financial interests, I fear the future welfare of these islands would receive a pretty hard blow.

A residence of eighteen months as chief engineer of the McAllister Sugar Company has given me an opportunity to view the labor question from the standpoint of a patriotic American citizen, to my satisfaction.

I have had twenty-five years' active experience with skilled and unskilled labor in all branches of work from farm to navy-yard in the States of Indiana, Illinois, Kansas, New Mexico, California, Oregon, and Washington. The conclusions I have made are these: Any man can live better, make more money, and enjoy life better in the States than coming here, excepting high-priced experts. There is no class of labor that I know of in the States that could be forced into a standing army to work these plantations, let alone coming of their own free will for wages.

From all I can learn the soil here is entirely different from any in America. The cultivation of any crop requires an immense amount of moisture, owing to the porous character of the land.

The cultivation of cane requires the application of from 10 to 15 inches in depth of water in a year over the land, applied about once in five to ten days. To obtain supplies of water in such immense quantities means the outlay of millions of dollars in pumping plants, reservoirs, and canals, and could never be accomplished except by enormous capital.

Again, large areas of the best land are covered with rocks, and requires an expense of from \$50 to \$175 per acre to clear.

Under such conditions the opportunities for small farmers are few, and the cultivation of crops other than sugar cane or some crop producing heavy returns is precluded.

The cultivation of sugar cane requires the initial investment of several million dollars for land, water supply, mills, railroads, landing facilities, quarters for help, and teams.

The cost per acre for labor in cultivation is enormous compared with the cultivation of wheat, corn, etc. The ordinary methods of obtaining help as in vogue in the States are simply out of the question, as the number of hands required runs into the thousands here as compared to a baker's dozen on a wheat ranch. We require several thousand additional hands to care for and harvest the crops now growing. If there are any American farm hands out of a job, why don't they come down? Simply because times are too good at home; and emissaries are even down here trying to sneak away some of the help we now have.

If these plantations make money, the home people certainly get their share of the benefit, and when the plantations are prosperous the city of Honolulu will also be prosperous and provide work for skilled labor in its factories and building trades.

I say, by all means provide ways and means to supply Chinese and Japanese, as both are essential, under proper safeguards, and don't lose any sleep over the average American laborer not being able to take care of himself. So far as the natives are concerned, I have seen nothing to indicate a desire on their part to engage in manual labor, except for two or three days at a time or in the capacity of luna or teamster, and as such many give very satisfactory service.

I believe a trip of inspection through one plantation will convince you of the truth of my assertions as I see them, and give a more intelligent understanding of the situation than can be obtained in any other manner.

My views are disinterested from a financial standpoint. I was sent here to take the position I now hold, and am ready to go back at any time and be sure of getting as good a living as I get here.

In fact, my observation is that enterprising Americans do not care to remain here for a great length of time, and I have yet to find any inducement for them to remain permanently.

Very respectfully submitted.

C. H. MILLER, *Chief Engineer.*

HONOLULU, HAWAII, *September 23, 1902.*

C. H. MILLER, Esq.,

Chief Engineer, Eleele, Kauai, Territory of Hawaii.

MY DEAR SIR: Responding to yours of September 18, at hand yesterday, I beg to say it is not our intention to arrive at conclusions drawn from personal opinions expressed by men with a grievance but without financial interests, as you seem to think. It is, however, our intention to hear all sides, as well those having financial interests as those having a grievance, and, after getting all the facts, we hope to be able to reach such conclusions as may be in the true interests of the Territory.

We should be very glad indeed to hear from you should you come before the committee. We published a general notice in the papers on our arrival here, inviting all who desired to be heard to come before the committee. We expect to be in session here up to and including

Thursday of this week, when our labors will cease. Should it suit your convenience to come before the committee, we should be very glad indeed to have the benefit of any suggestions you may make in the interest of the people of the Territory.

Yours, very truly,

JOHN H. MITCHELL, *Chairman.*

EXHIBIT No. —.

HONOLULU, HAWAII, *September 16, 1902*

To the Honorable Chairman of the Senate

Subcommittee on Pacific Islands and Porto Rico.

SIR: As a civil engineer of twenty years' standing and an American citizen, resident in California, in no way interested in any plantation in these islands, I beg to offer you my unbiased opinion, or analysis of the labor conditions existing in these islands.

For three years past I have been engaged in a professional capacity as consulting engineer in examining the various properties and improving the water supplies, and have visited about 60 of the 64 plantations.

CLIMATIC CONDITIONS.

The country, as you are aware, is so hot that field work is entirely too severe for the Caucasian race, and white men can not be induced to do this severe work. As a consequence, reliance has to be had entirely on Chinese, Japanese, and native labor. The native population is small and so rapidly diminishing, and the fact that Chinese have been excluded under the restriction act has placed the entire labor field in the hands of the Japanese. Without their aid it would be impracticable to cultivate the properties and the plantations would have to suspend operations.

LABOR CONDITIONS.

Japanese laborers seem to be extremely happy with the conditions on the plantations, as a general rule quitting work at half past 4 o'clock in the afternoon and having the balance of the time for bathing and recreation. Their average wages vary from \$17 to \$30 per month depending on their capacity and the character of the work. Besides this, they receive free medical attention and medical supplies from the plantations, which also furnish a physician, and they seem to be well satisfied with their lot.

PLANTATION DEVELOPMENT.

The making of a sugar plantation involves a large expenditure of capital in building waterworks, plantation railways, sugar mills, and purchases of live stock, locomotives, rolling stock, etc. Some properties have required an expenditure of from \$2,000,000 to \$3,000,000 for a particular purpose. Nearly all the machinery and supplies have been bought and manufactured in the shops of San Francisco, Chicago, Pittsburg, and New York. The repairing of this machinery and

will create a constant field for the occupation of the white mechanic of the United States. The suspension or the modification of the present labor conditions would destroy this market.

WHITE EMPLOYEES ON THE PLANTATIONS.

As a general rule, there are from 10 to 50 white men employed on a plantation as foremen, sugar boilers, bookkeepers, mechanics, etc. Nearly all of these men have their families residing with them on the plantations, and were the plantation interests to be destroyed by the proposed labor legislation they would be deprived of a living and be compelled to move to some other country, as, outside of sugar-cane culture, there is very little opportunity for openings for citizens of the United States in this country.

To cite an instance of what has been done in the way of plantation development, I might cite that of the Makaweli property, on the island of Kauai. About twelve years ago the 4,000 or 5,000 acres included in this estate was pasture land, having nothing but a limited number of cattle on it, which gave employment to about two cowboys. American and island capital was induced to invest its money in developing this property. As a consequence, they have spent \$250,000 in bringing out the Hanapepe stream, which carries about 30,000,000 gallons of water daily, through flumes, pipes, and ditches, to irrigate the property. Railroads, sugar mills, and other improvements were also made, at a cost, say, of \$1,000,000, and, as a result, this property now employs about 1,500 men, including 50 white men, many of them having families and homes on the place. Without Japanese or other labor it would be impossible to operate this property. Were it to cease as a sugar plantation it could be employed for no other purpose than as a cattle ranch again, and all those men, with their families, would be deprived of a living, and many of the citizens and property owners of California who have made conscientious investments would have their property interests destroyed.

I sincerely hope that this subcommittee will recommend no legislation which will be injurious to a great number of innocent American citizens and would be of benefit to no one.

Respectfully submitted.

M. M. O'SHAUGHNESSY,
Consulting Engineer, Member American Society of Civil Engineers.

EXHIBIT No. —.

HONOLULU, HAWAII, *September 12, 1902.*

MR. JOHN H. MITCHELL,

Chairman Subcommittee of Senate Committee

on Pacific Islands and Porto Rico, Honolulu, Hawaii.

SIR: Observing from the local papers that A. S. Humphreys, late first judge, and George D. Gear, present second judge of this court, were credited with statements made before your subcommittee to the effect that there never existed, and does not now exist, any necessity for a third judge of the first circuit court of this Territory, I have taken the liberty of requesting Mr. Henry Smith, clerk of the judiciary

department of this Territory, to prepare a statement showing the character and volume of business transacted by this court during the years immediately preceding the 1st day of January, 1902.

The statement which I have requested has been prepared by Mr. Smith and is now in my possession. It shows a considerable increase in the business done by this court since the 14th day of June, 1901, over that done for an approximately corresponding period prior to that time, and in my opinion constitutes a satisfactory and complete refutation of the volunteered and unsubstantiated statements made by Messrs. Humphreys and Gear.

There is no data at hand from which could be immediately prepared a statement showing the character and volume of the business actually pending before this court at this date, but it can be readily estimated and approximated from the statement furnished by Mr. Smith; and I have no doubt that an accurate statement of the business actually pending could be furnished in the course of three or four days, if required.

As I have no desire to be drawn into a public controversy with my late associate or my present associate, I would esteem it a favor if you would kindly afford me an opportunity to personally present to you in private, for the information of the subcommittee, the statement which has been furnished to me by Mr. Smith, and to answer your wishes as to any additional data or information upon the subject.

Awaiting your early reply, I am, very respectfully, yours,
W. J. ROBINSON

EXHIBIT No. —.

HONOLULU, *September 8,*

To the Honorable Subcommittee of the Committee of the United States Senate on Pacific Islands and Porto Rico

GENTLEMEN: The undersigned, a citizen of Hawaii and resident of Honolulu, engaged in the practice of law and formerly a Territorial official, namely, circuit judge of the first circuit, by appointment of President Dole of the republic of Hawaii and reappointment by President McKinley, respectfully calls the attention of the Committee to the need of a separate public building for Federal officials in this Territory.

It has been my observation, both as an official and as a private citizen, that the housing of Federal officials in buildings formerly used by the republic of Hawaii has led to unnecessary criticism, inefficiency, and annoyance.

At present there are, I believe, no buildings here that have been constructed by the Federal Government, except the naval hospital, some army quarters, and some miscellaneous structures put up by the Marine-Hospital Service on Quarantine Island.

I respectfully call your attention to this matter, believing it to be in the interest of both the Territorial and the Federal Government, that it should receive your early consideration.

Respectfully submitted.

REUBEN D. SILVERMAN

EXHIBIT No. —.

Headquarters of the Republican Territorial central committee of Hawaii, 411 Fort street.]

HONOLULU, HAWAII, *September 24, 1902.*

LOD. JOHN H. MITCHELL,

Chairman of the Subcommittee of United States

Senate Committee on Pacific Islands and Porto Rico.

SIR: On behalf of the executive committee of the Territorial central committee of the Republican party of Hawaii, I am directed to forward to you the inclosed resolutions, adopted this day, and request that the same be made a part of your report.

I am, sir, yours faithfully,

CLARENCE L. CRABBE,

Chairman Territorial Central Committee.

Whereas Robert W. Wilcox, Delegate in Congress from Hawaii, has heretofore advocated in the Congress of the United States, and in the public press, the transfer of the care and custody of the Hawaiian Leper Asylum from Territorial to Federal authorities, and also that lepers from the mainland be brought to and kept at Molokai; and Whereas the said Wilcox has this day formally and specifically presented to the committee of the United States Senate now holding sessions in Honolulu a reiteration of his desire that the foregoing policy should be adopted: Be it

Resolved, by the executive committee of the Republican central committee of the Territory of Hawaii, That we believe that the opinion of the overwhelming majority of the people of Hawaii is totally opposed to the transfer of the control of the leper asylum to the Federal Government and to the permitting of lepers to come to Hawaii from abroad; That we denounce this attempt of Mr. Wilcox to make Hawaii the dumping ground for the lepers of the entire United States as against the peace and welfare of the unfortunate inmates of the asylum and as tending to fix upon Hawaii for all time the stigma of being a leprous country.

We hereby declare that the Republicans of Hawaii are unalterably opposed to the transfer of control of the leper asylum to the Federal Government and to allowing any lepers to come here from abroad. The unfortunates at Molokai are a part of our own people, and it is a privilege which we claim to provide and care for them, and pledge ourselves and our party to do everything within its power to prevent the consummation of this attack upon the people and the fair name of Hawaii.

I hereby certify that the annexed resolutions were passed at a meeting of the executive committee of the Territorial central committee of the Republican party of Hawaii, held this 24th day of September, 1902.

A. L. C. ATKINSON, *Secretary.*

EXHIBIT No. —.

HONOLULU CHAMBER OF COMMERCE,
Honolulu, Hawaii, October 9, 1902.

Hon. JOHN H. MITCHELL,
*Chairman Subcommittee Senate Committee on
 Pacific Islands and Porto Rico, Washington, D. C.*

DEAR SIR: By vote of the Honolulu Chamber of Commerce at its regular meeting on the 8th instant, I inclose herewith a copy of resolution passed at that meeting regarding charges made by Delegate Wilcox against the board of health before your committee in Honolulu.

It is proper to state that this indorsement by the chamber was entirely unsolicited on the part of the board of health, and it is hoped that you may see fit to embody the same in your report to the Senate.

I remain, very respectfully, your obedient servant,

JAS. GORDON SPENCER,
Secretary Honolulu Chamber of Commerce.

*Resolution unanimously passed by the Honolulu Chamber of Commerce
 at the regular monthly meeting, held on Wednesday, October 8, 1902.*

Resolved, In view of recent statements made by Delegate Wilcox before the Senatorial committee, this chamber desires to express its entire confidence in the president and members of the board of health and it condemns as entirely false the statements made by Delegate Wilcox as to the inferior character of the merchandise and food supplied to the leper settlement by the Government.

[SEAL.]

HONOLULU CHAMBER OF COMMERCE
 By CHAS. M. COOKE, *Vice-President.*
 JAS. GORDON SPENCER, *Secretary.*

EXHIBIT No. —.

It is the object of this article to give a brief outline of the land systems of the Hawaiian Islands and the transactions thereunder from the time of the "Mahele" or great division to the present. Numerous articles and statistics in this connection have heretofore been published, but none apparently with the object of bringing together all of the principal facts and data in one article, thereby affording to those unfamiliar with the matter a reasonably comprehensive statement. To supply such a statement is therefore the purpose of this article.

J. F. BROWN,
Agent of Public Lands.

HONOLULU, *December 12, 1899.*

Table showing area of the Hawaiian Islands and elevation of highest peaks.

[Late estimate by Government survey (See.)]

	Square Miles	Area	Highest Peak
.....	4,125	4,125	19,835
.....	1,257	1,257	11,700
.....	40	40	2,425
.....	135	135	2,400
.....	157	157	2,575
.....	54	54	2,125
.....	145	145	2,400
.....	97	97	400
.....	6,425	6,425	19,835

The outlying islets and reefs to the northwest, which belong to the Hawaiian group, contain a few square miles in addition to above, but not of a nature to require notice here.

Within the limits of the main islands named above is to be found the greatest diversity of topographical features, climate, and quality of soil.

Rugged mountains, deep, narrow valleys, flat marsh lands, and high mountain pastures, rich alluvial soil and barren lava wastes, and gradations between these states are to be found, not only on a single island, but not infrequently in a limited portion of a single district.

The volcanic origin of the islands, the unequal distribution of rainfall, and the rapid rise from sea level to high elevations account for the wide diversity indicated.

The windward side of the islands (north to northeast) are in general better watered; the leeward sides are more rocky and drier, but with better soil.

ANCIENT SYSTEM OF LAND TENURE AND SUBDIVISION.

Previous to the great division of lands, upon which all present land divisions are based, what is best described as a "feudal system" existed, for which the King had certain recognized rights in all the lands of his people.

The high chiefs in their turn and inferior chiefs following them had special rights in the lands of their own subordinates, and so on down to the lowest class of tenants.

These rights, however, pertained principally to rent, share of production, or ordinary labor rather than to military service.

It is only necessary to note that under this system the districts of the islands, the lands and subdivisions, were well understood and named, although such subdivision was unique and based on no mathematical system, being the product of custom, tradition, use, etc. One district therefore might be a few hundred feet wide and several miles long, another, starting at the shore with small width, run as a narrow strip for miles, and then expand to cover 10,000 acres, another have its main portion on one side of an island and a disconnected portion on the other side, run from the sea and terminate at the mountain top or over the mountain top to the sea on the other side.

Every irregularity of form was represented in these old divisions, running in a "dovetailing" and interlacing difficult to describe.

It would not be fair, however, to imply that all of the lands were of the eccentric types given. A more common type of main division was a strip of moderate width extending from the sea to the mountains, so that its chief could share in the products of the sea and of the land at different elevations.

It should be noted that the later "great division" of lands in 1848, while changing radically the basis of ownership, did not, and in fact could not, change the old divisions.

THE BASIS OF PRESENT LAND TITLES.

The old feudal tenure of lands was terminated and the new order upon which all present titles are based, established by the series of acts extending from 1846 to 1855, the principal ones being the great division of all the lands of the country between the King, Kamehameha III, and the chiefs, the further division of the lands given up to the King into government and crown lands, and the awarding to the common people the comparatively small lots that they had occupied or used.

The details of these transactions are of great interest, but general results only need be stated.

Approximate division of lands, 1848-1855.

Government lands.....	1, 49
Crown lands.....	98
Chiefs' lands.....	1, 61
Kuleanas (ordinary tenants' lands).....	2
Total	4, 12

NOTE.—The area of kuleanas or ordinary tenants' land was comparatively small and was composed of the very choicest land in the whole country. In this division of a number of valuable lands were overlooked or ignored and, as "unassigned lands," were for a long time of disputed ownership. By judicial decisions and by legislative action in 1890 most of these lands were added to the Government and crown domains, a few, however, being confirmed to private owners.

EARLY LAND POLICY OF THE GOVERNMENT.

Immediately after the division of 1848, of which results have been given, the Government proceeded to sell much of its land at private sale and at low rates of from 12 cents to \$1 per acre. The lands thus sold were selected and surveyed at the option of the purchaser, and many thousand acres of the "cream" of Government lands were thus disposed of.

This method, though perhaps a necessity of the time, had several disadvantages, not the least of which was the leaving of numerous scattered remnants of Government land, being the unsalable or undesirable portions at that time.

Under this system of private sale probably 500,000 acres were disposed of, these sales being largely to natives.

The first act requiring sales to be made at public auction was enacted in September, 1876, applying to sales of lands or leases over \$500 value.

By an act of the provisional government in 1893, all such sales of lands or leases, of whatever value, were required to be made at public auction after thirty days' public notice.

HOMESTEAD LAWS, 1884 TO 1895.

The first homestead act to facilitate acquirement of small holdings was enacted in 1884, and amended in minor particulars in 1888, 1890, and 1892.

This act and amendments, which remained in force until passage of the "land act of 1895," gave opportunity for acquiring lots in general not over 20 acres in extent, under conditions allowing ten years for payment of purchase price, requiring the erection of a dwelling and a residence of three years on the land. A substitute might reside on the land with consent of the minister of interior (as amended in 1892).

Under the provisions of these homestead laws there were taken up (omitting holdings canceled and surrendered):

	Number.	Acres.	Value.
Patented upon fulfillment of conditions	527 377	8,490.81 5,820.76	\$62,794.55 45,312.30
Remaining to be patented	150	2,670.06	17,482.25

During this same period there were taken up under special conditions as to improvement and cultivation without residence:

	Acres.	Value.
Patented upon fulfillment of conditions	3,552.84 2,942.44	\$10,610.63 8,023.13
Remaining to be patented	610.40	2,587.10

The general results of these homestead laws were good. Numerous families of small means were put into possession of homes, and considerable improvement in the way of cultivation could be noted.

The laws, however, did not meet all the requirements of the case. The area permitted to be taken was too small to tempt any but those of limited means and very moderate ambition.

Residence alone did not imply utilization of the land, and a perfunctory compliance with the residence condition was easy. A better guarantee of bona fide intentions was needed.

THE LAND ACT OF 1895.

To promote the settlement and improvement of the remaining Government land, under conditions favorable to the settler but not to speculators, and to meet the needs of different classes desiring lands, the land act of 1895 was enacted as being specially adapted to the requirements of the case.

An important feature of this act was the general requirement of cultivation and improvement of lands taken up, as well as residence thereon for a term of years. There was authority, however, under the act for the sale of lands at auction, under special conditions as to payments for same and cultivation without residence, to meet the cases of persons who desired to improve and cultivate land, but, having occupations elsewhere, were unable to live on the same.

METHOD OF ACQUIRING LAND UNDER THE LAND ACT OF 1895.

General qualifications required of applicants.—Must be over 18 years of age; be citizen by birth or naturalization, or have letters of denization; be under no civil disability, nor delinquent in payment of taxes.

Homestead lease.—Nine hundred and ninety-nine year lease, conditioned upon maintaining home upon the premises, paying taxes, and cultivating small percentage; area that might be acquired, 8 to 45 acres, dependent on quality; no payment other than small application fee; husband and wife might not both be applicants; applicant must not be owner of any other land (except taro or wet land); lease inalienable, not subject to attachment, levy, or sale, or to any process of the courts; might not be mortgaged, assigned, or sublet.

Right of purchase lease.—Lease for twenty-one years with right of purchase at original appraised value any time after two years' residence and cultivation of 25 per cent; area that might be acquired, 8 to 1,200 acres, dependent on quality; husband and wife might not both be applicants; applicants could apply only for such amount as, taken with any lands owned by them, would come to the limits named; rent at 2 per cent on appraised value to be paid until purchase was made.

Cash freeholds.—Lands sold at auction at an appraised value as purchase price, purchase price due in four installments during three years; 2 years' residence and 25 per cent of cultivation further required for perfect title; qualifications and areas that might be acquired same as under right of purchase lease.

Special agreements.—Sales at auction under special conditions, with payments by installments, with requirements of cultivation, without residence; limit of area that might be sold under special agreements, 600. (Practically the area has been limited to 100 acres of first-class land as under the other systems.)

Cash sales.—Sales made unconditionally for cash at public auction. These sales usually made to meet cases where exceptionally good improvements were contemplated, as buildings, reservoirs, pumps, machinery, etc.

Olaa district sales.—Special sales at a value appraised in the act of 1895, of lands held under crown leases in the district of Olaa, Hawaii. Lessee could purchase his lease holding up to the 200 acres where 25 per cent of same had been put under cultivation and further improvements to the value of \$200 made. Distinct from the general system of the land act and applying only to the Olaa district.

Summary of transactions under the land act of 1895.

	Number.	Acres.	Value.
Homestead leases	115	1,549.56	\$11,549.56
Right-of-purchase leases	356	18,665.78	11,549.56
Cash freeholds	23	783.82	783.82
Special agreements	122	7,066.17	5,296.89
Cash sales	40	2,996.89	3,196.89
Olaa district sales	142	15,532.00	6,252.80
Total	798	46,594.22	27,528.44

NOTE.—Value of homestead lease land is an arbitrary estimate. Formal appraisement not made under the law.

A comparison of transactions during the period of 1884-1895 with those of the period from 1895 to date (under "land act") shows for the latter period a very much larger proportion of lands taken up under conditions of homestead or improvement as compared with cash sales."

Transactions during 1884-1895 (eleven years).

	Acres.	Value.
Cash sales.....	37,675.34	\$195,588.95
Under homestead or improvement conditions.....	12,043.65	73,405.18
Total.....	49,718.99	268,994.13

Under land act of 1895 (four years).

	Acres.	Value.
Cash sales.....	2,996.89	\$39,923.73
Under homestead or improvement conditions.....	43,597.33	239,643.16
Total.....	46,594.22	279,566.89

The "land act of 1895" has proved well suited to the conditions in the Hawaiian Islands. Under it the demand for public land has been active and fair prices have been realized for the benefit of the public treasury. Speculation and "land grabbing" has been minimized, and a marked improvement and development of lands taken is evident. The success of the act would not be questioned by any impartial observer familiar with the facts. The extremely varied quality of the lands, the intermingling of public and private lands, and the special needs of the people, together with the duty of best utilizing the limited public domain, required special laws drawn to meet such special conditions, and these in all essential points have been met by the "land act of 1895."

GENERAL LEASES.

The foregoing statements have applied to those lands directly sold or taken up under condition looking to ultimate purchase. It remains to consider the question of lands held under leases for term of years, upon the termination of which all interest of lessee terminates. From the time of the great division of 1848 to the present time the policy of leasing lands for a term of years has been pursued, both in the case of the "Government lands" and of the "Crown lands" controlled by the commissioners for the same. In 1876 the first law requiring sale of Government leases to be made at auction was enacted, but such law did not apply to the Crown lands, which were not put under this regulation until the passage of the land act of 1895. Under the lease policy lands were freely leased, both by the Government and by the Crown commissioners, in large areas and for long terms, but in 1891 the Government, while continuing the policy of leasing land, improved upon former methods by reserving to itself the right to take up any portion of the leased land suitable for settlement, which reservation proved later of much value.

This policy was continued after the passage of the land act of 1895 but with stricter regard to amounts leased, terms of lease, and reservation necessary for public interest.

Until the date of the land act of 1895 the Crown lands were leased without auction sale in such amounts and for such terms (until limited by law in 1865 to thirty years) as the commissioners approved, although by the land act of 1895 these lands were merged in the general domain of "public lands" and became subject to that act practically they had nearly all been leased in large tracts and for long terms without reservation.

As between the two classes of land therefore now constituting "public lands" the former Crown lands are more generally encumbered with long-term leases.

VALUE OF A LEASE SYSTEM.

Although the old method of leasing was shortsighted and with little or nothing to commend it, a proper lease system is of distinct value.

Numerous tracts of land are found of which it is difficult to estimate agricultural possibilities, if indeed any exist.

Other tracts, owing to the intermingling of public and private lands and the fragmentary character of some of the public lands, are surrounded by private lands owned or controlled by a single owner, so that the sale of the same would be at a distinct disadvantage to the government and result only in swelling the holdings of already large owners at an inadequate price.

Practically it is found that many persons will pay a rental representing a larger value than the purchase price that could be obtained.

A lease therefore may be made to return the best results in revenue while a reservation of the right to take up portions suitable for government leaves the way open at any time for such use if later conditions require it.

The revenue from rent of lands has steadily increased, although the area of land leased has in the same period been reduced by thousands of acres.

Rent roll, Government and Crown lands.

1890.....	
1894.....	
1898.....	

Town lots, buildings rented, etc., not included in above. The additional revenue from such sources is about \$34,000 annually.

Under the land act of 1895 general leases were limited to a term no longer than twenty-one years.

Leases might not contain any privilege of renewal nor be made for any land on which an unexpired term of two years remained.

The commissioners of public lands could impose conditions necessary in the public interest.

TRANSACTIONS SINCE JULY 7, 1898.

The Newlands resolution, passed by Congress July 7, 1898, following the annexation of the Hawaiian Islands created much uncertainty as to the status of the public lands and the laws governing them.

Upon the understanding and belief, however, that the laws of the United States relative to public lands did not apply to such lands in the Hawaiian Islands and that the local land laws were to remain in force pending further action of Congress the usual transactions of the land office were continued until September 28, 1899, the date of receipt of the Executive order of President McKinley suspending further transactions.

The following table shows lands taken up from July 7, 1898, to September 28, 1899:

	Number.	Acres.	Value.
Homestead leases	45	551.50	(a)
Right-of-purchase leases	57	4,507.09	\$22,239.75
Land freeholds	4	67.82	169.54
Special agreements	41	1,035.87	7,821.00
Cash sales	18	1,172.59	18,719.00
Land patents under Part IX of land act	69	7,999.89	28,177.57
Total	234	15,334.26	78,126.86

a Not appraised.

Land patents issued since July 7, 1898.

Number	199
Acres	12,534.53
Value	\$67,821.54

(Of the above amount patents for 11,643 acres, valued at \$48,548.54, were issued in completion of agreements made prior to annexation resolution of July 7, 1898.

General leases since July 7, 1898.

Number	8
Acres	1,856.86
Rental (yearly)	\$2,847.00

REMAINING PUBLIC LANDS.

By the original division in 1848 the combined area of Government and Crown lands was, as near as can be determined	Acres. 2,479,600
Patents and deeds have been issued for	728,200

Remainder

In this remainder is included lots taken up but not yet patented:

	Acres.
Old homesteads	2,770.05
Old special-agreement sales	610.40
Under land act (not patented)	[28,065.33]
	31,345

Total remaining

The remainder (1,720,055 acres) of public land may be roughly classified as follows:

	Acres.
Buildable building lots	145
Swamp lands	25,626
Barren lands	977
Waste lands	26,825
Pasture lands	448,200
High forest lands	681,282
Highly inaccessible mountain	227,000
Barren (of nominal value only)	310,000
Total	1,720,055

of 250 prostitutes; that all rooms are filled and that more are demanded; that little girls, some not more than 12 years old, and helpless women are compelled to vend their bodies that their Japanese and French masters may live in idleness and ease. That these conditions are far-reaching in their debasing and corrupting influence is not a debatable question. There is not a town nor a city in the United States where such an emporium of lust and vice is openly conducted, nor is there a town or city in the United States where prostitutes are licensed, all assertive and irresponsible gossip to the contrary notwithstanding. What legislator, not himself a criminal of the vilest type, would vote for a bill which should provide that "the annual fee for a license to do business as a public prostitute shall be \$50." Paris, London, and all the great cities in the world, license and segregate their prostitutes, and for five years the chief of police has made strenuous efforts to have the system abolished. He asserts that neither the license nor the segregation system prevents or diminishes private prostitution, and that the issuance of a license to and the segregation of a prostitute condemn her to a life of moral leprosy—unclean! unclean! unclean! and foreclose all hope of reformation. As nothing can be politically or legally right which is morally wrong, the fact, if it is a fact, that the Iwilei assembly of harlots "is conducted under the supervision of the police department and the board of health" is a burning shame and disgrace to this community and an insult to every honest man and virtuous woman. There is absolutely no authority of any sort in law for the maintenance of these vice dens, as the laws of the Territory treat fornication as a criminal offense and punish it accordingly, and if it be true that this place is conducted under the direction of the police and with the knowledge of the heads of that department, then they are guilty of the coarsest and most flagrant violation of their oaths of office and deserve to be held up to public censure and scorn. As if to compound the shame and disgrace which this moral plague spot has brought upon the city, I understand that the hovels in which the prostitutes conduct their nefarious traffic were built for that purpose by a company holding a corporate franchise from this Territory, and that at least some of the directors of the corporation which built, own, and rent these venerable bazaars of crime are men who hold high official positions in the Territory.

A community in which such things can be done is totally lacking in high public sentiment and its morals are at a low and constantly diminishing ebb. It will be your duty to investigate this matter and there can be no evasion. I hope that you will visit Iwilei some Saturday night. There and then you will observe the high carnival of lust—the vast department store of the vices—where half-naked women eagerly endeavor to peddle their bodies by the hour, and "under the supervision of the police department and the board of health."

I not only direct and instruct you to investigate this place, but I direct and instruct you to ascertain every fact and condition that possibly can bearing upon its maintenance. The owners of the place, the owners of the building, the rent paid for a building as a whole, the rent paid per room by the prostitutes, the names of the lessees, the names of the lessors, if they be individuals, or the names of the officers of the corporation, if the lessor be a corporation, the extent of supervision exercised by the police over the place, the number

buildings, the number of rooms in each building, the number of prostitutes occupying the room, together with their nationality and any other circumstances which may tend to throw light upon the situation.

EXHIBIT B.—*Charge of Hon. Morris M. Estee, United States judge for the Territory of Hawaii, to the Federal grand jury, on April 9, 1901, relative to Iwilei, the prostitutes' stockade at Honolulu.*

Complaint has been made to this court, and, indeed, it is publicly charged to be a fact, that a species of involuntary servitude exists at a notorious place in Honolulu known as Iwilei, and that certain women are kept in servitude for the purposes of prostitution. If this be so, it is contrary to law and should be stopped.

I charge you that this republic and all Territories belonging to and which are subordinate to the United States are dedicated to human freedom; that neither slavery nor involuntary servitude can legally exist anywhere on American soil; that the most debasing of all servitude is where women are sold for the purposes of prostitution. This is barbarous and un-American, and is not only an attack upon good government but a most vital blow upon the decencies of civilized life.

The thirteenth amendment to the Constitution of the United States declares "that neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States or any place subject to their jurisdiction." Webster defines servitude to mean "the state of voluntary or involuntary subjection to a master, whereby one thing or person is subject to another thing or person for use contrary to common right." All forms of servitude are contrary to law and against common right, and any illegal restraint upon the free action of a person whereby the party restrained is under subjection to another is involuntary servitude.

In this connection the court calls your attention to an act of Congress entitled "An act to protect persons of foreign birth against forcible constraint or involuntary servitude," passed June 23, 1874, which reads in part as follows:

"* * * whosoever shall knowingly and willfully sell or cause to be sold, into any condition of involuntary servitude, any other person for any term whatever, and every person who shall knowingly and willfully hold to involuntary service any person sold or bought, shall be deemed guilty of a felony, and on conviction thereof be imprisoned for a term not exceeding five years and pay a fine not exceeding five thousand dollars.

That every person who shall be accessory to any of the felonies herein declared, before or after the fact, shall be deemed guilty of a felony, and on conviction thereof be imprisoned for a term not exceeding five years and pay a fine not exceeding five thousand dollars. (See 18 United States Statutes at Large, p. 251.)

See also the Statutes of the United States, volume 24, page 635, which reads in part as follows:

"Whoever commits adultery shall be punished by imprisonment in the penitentiary not exceeding three years, and when the act is committed between a married man and a man who is unmarried, both parties to such act shall be deemed guilty of adultery; and when such "act is committed between a married man and a woman who is unmarried, the man shall be deemed guilty of adultery."

That if an unmarried man or woman commit fornication, each of them shall be punished by imprisonment not exceeding six months or by fine not exceeding one hundred dollars.

So it is prescribed by section 3 of an act of Congress approved March 22, 1882 (22 Statutes of the United States at Large, p. 31).

That if any male person in a Territory or other place over which the United States have exclusive jurisdiction hereafter cohabits with more than one woman, he shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by a fine of not more than three hundred dollars or by imprisonment for not more than six months, or by both said punishments, in the discretion of the court.

It appears from the recent official report of the Territorial grand jury, published in the Honolulu Republican for March 6, 1901, that there were then 143 female prostitutes in Iwilei, 11 of whom were French women, all the rest being Japanese, not one Hawaiian or American among them all; none were citizens.

That there are 225 rooms in Iwilei, each room renting for from \$5 to \$15 a month, and one man, a Mr. Masuda, a Japanese, paid to the owner of the property a bonus of \$9,000 to control it, and he does control it. It is thus a mere money-making institution, but its existence is all the more dangerous to society. It is safe to say that there is no other town of 40,000 inhabitants in America where there are congregated in one place and protected by public officers 143 women (now 194), openly and publicly plying their calling as prostitutes. It is not necessary to inquire how this crying evil was started. It is assumed that the public officers who gave it the sanction of their approval thought they were doing right; but it is our duty to remove the evil, because its existence is illegal and immoral. The mere pointing out the mistakes of those who created it will not do that.

It seems past belief that in this small community, where there are so many pure and religious people, there should be found any number of persons who think that prostitution ceases to be an evil when it becomes public or when sanctioned by public officers, or that the recognition of this social offense does away with its danger to society or that authorized houses of prostitution is any more protective to good people than would the creation of dens of thieves be a security against stealing. It seems to be an admitted fact that the presence of criminals increases crime, and that all forms of public offenses shall be eradicated by the punishment of the criminals. Every crime that goes unpunished is dangerous to the well-being of the people, and a crime like that of Iwilei is an attack upon the purity of the community. There should be no debatable ground about such a place as Iwilei when public prostitution is maintained by the public as it is at present for the money there is in it. It lowers the standard of our honor and disgraces the fair name of our Territory, and to some extent it makes every citizen a party to the wrong.

Gentlemen of the grand jury, the official records of the health of the Territory of Hawaii show that during the past year less than 40 of the 143 women formerly at Iwilei became pregnant there. Some children have been born to them and have already become objects of charity. Others are not yet born. Indeed, the statistics of Iwilei is too disgusting to repeat.

It will thus be observed that the history of affairs at Iwilei conclusively shows that that institution is not only an attack upon the honor of the United States, but upon the morals of the community, and a most painful attack upon the honor of American citizenship here.

filling this Territory with ill-begotten children, conceived, if not born, in a place of prostitution, which of a necessity must be a breeder of criminals.

In any phase of the matter, Iwilei is a school of crime. Over one-fourth of the women there have children, born before or within this Territory; most of them are now infants and the offspring of Iwilei associations. Practically all of the Japanese women, and most of them Japanese, have masters who receive the money they thus earn. These masters, if not fathers, husbands, or brothers, are purchasers of the women, and they control them as much as the liveryman controls his horses. The oft-repeated statement that if we close Iwilei it will scatter those prostitutes over the town is not true; they are scattered now. These women do not live at Iwilei; they only go there of evenings. They seek their homes uptown about 10 or 11 o'clock at night. Some have homes of their own and live at home; some are servants of families, but all go back to town. They are in no sense isolated; Iwilei is not their home; they neither eat nor sleep there, and so the place is a greater disgrace to the community and a growing danger to civilized government.

The truth is that Iwilei is not, as is often stated, a resort for seamen. It is, rather, a resort for the lowest order of men—Americans and natives alike.

I instruct you, gentlemen, to fully and fairly investigate the facts of this matter, so that we may know whether or not at Iwilei women are sold for the purposes of prostitution. You will also find out who owns them, and to whom the proceeds of their vile practices are paid. What men are accessory to these crimes; who manages the place and collects the rents for the rooms; and the names of all who receive the spoils; and if the servitude of these poor women exists for any other purpose; and, in a word, if they are held to any form of subjection by their pretended owners. You will subpoena and examine such witnesses as the district attorney or others shall point out, so that the whole truth may be made known.

It is due to the good people of these islands that these shameful proceedings be stopped. Two Territorial grand juries have given the broadest publicity to the situation at Iwilei without affording any remedy. This duty, gentlemen of the grand jury, now devolves upon you, and I direct you that in this civilized Christian community the citizens of the United States do not recognize public prostitution as a necessary evil, but rather as a public crime, which is a crime against decency as well as against law, and that all public officers who encourage or defend prostitution, either in this or any other form, are guilty of a wrong for which there can be no palliation.

The question for you first to consider is whether or not any of these women are restrained of their liberty. This I direct you to most thoroughly investigate, and if it be true as charged you will at once proceed according to law against all persons who are principals or accessories to the enslavement of these persons.

Second. I charge you to cause the indictment of all persons whom you find are guilty of adultery or fornication in this public resort; and I charge you also, gentlemen of the grand jury, that in the performance of these duties you can call upon the United States district attorney, who will aid you.

EXHIBIT C.^a—*Copy of report of Mr. Victor H. Olmstead, special investigator, to the honorable commissioner of labor.*

SLAVERY IN HAWAII.

Within a mile of the center of the city of Honolulu, the capital of the Territory of Hawaii, a system of slavery more absolute and degrading than ever existed in the United States is in existence, with the knowledge and consent of the Territorial authorities and under their official control and protection. It is a legalized institution for prostitution, the unhappy inmates of which are held in the most complete and less bondage, subject to barter and sale, under the complete control and disposition of their owners.

The slave pen occupies about 2 acres of ground, surrounded by a board fence about 12 feet high. Within this inclosure are 5 one-story buildings, each about 250 feet long and 24 feet wide, of light construction, and standing parallel about 20 feet apart, the spaces between them constituting the thoroughfares within the stockade. These buildings are each divided into two parts by a partition running lengthwise, and these longitudinal sections are subdivided into rooms of about 10 by 12 feet, which are paved with concrete (to facilitate their ready cleansing by "turning on the hose"), and are scantily furnished, all exactly alike, with a double bed, a small table, a couple of chairs, a washstand, with bowl, pitcher, and towels, and a small lamp.

The buildings are owned by a Japanese company, who rent them to the slave owners for \$15 each per month, the annual income derived amounting to about \$45,000 per year. Each slave owner rents for from two to a dozen or more rooms, in addition to which he has to stand the expense of feeding and clothing his property. He is also subject to the regular charges of the health officers, who exact a fee of \$2 per capita per month for making a physical examination and issuing a certificate of health, the possession of such certificate being a prerequisite for the person in whose name it is issued to follow the vocation of prostitution under legal sanction and protection.

The inmates of this moral pesthouse gain nothing from their prostitution beyond a bare subsistence; they are allowed to retain nothing whatever, but are required to promptly turn over all receipts to their masters, who closely watch them and keep careful count of the money. At the end of their guests each night, usually collecting their ill-gotten gains as rapidly as earned by entering the room of the slave as soon as it has been vacated by a visitor. But where a man owns several slaves and his business is brisk, he is frequently unable to follow this course, in order that he may not lose any of his legitimate income, the idle and able creatures who earn it are brought together after 2 o'clock in a room within the stockade specially provided for the purpose. They are there required to hand over to their owners any moneys previously collected during the course of the night.

Any attempt at insubordination or revolt is promptly and severely dealt with, the brutality with which the poor women are treated occasionally reaching such lengths of cruelty as to call for expostulation by the policemen detailed to keep inmates and visitors from indulging in

^a This exhibit did not appear in the answer filed by Judge Humphreys, Department of Justice, as Mr. Olmstead's report had not at that time come to his hands.

derly conduct. Once in a while, but very rarely, a master is arrested, and his treatment has been particularly inhuman; but it is extremely seldom that he is punished, the victim of his brutality and the witnesses thereof being in such complete subjugation and in terror of their masters and of their subsequent treatment that they can not be induced to testify against him.

The slaves are domiciled in other sections of the city by their masters, who closely guard them and bring them in herds to the stockade every evening about 6 o'clock, where they remain until about half past 2 the next morning. During the business hours of the night each slave is expected to earn at least \$5; if she is unable to bring in this much revenue she is regarded as unprofitable, and is either forced to exert herself more industriously in attracting customers by means of punishments of which she dares not complain; or, if by reason of decaying physical charms through sickness or advancing age she is absolutely unable to meet her owner's requirements, she is sold to some Mongolian who desires a personal servant or attendant. She has no voice or voice in the transaction; she is a mere chattel, and can not escape her destiny; she dares not attempt to do so; she is helpless and hopeless, and submits to her thralldom; there is no other course for her to pursue.

The slaves are all Japanese, with the exception of two or three French women, and have nearly all been brought from Japan for the express purpose of prostitution. Some have been brought with the consent of their parents or guardians; others have been lured across the sea by false promises of remunerative employment in legitimate work on sugar plantations or elsewhere; a few have been beguiled into slavery from the plantations of the islands, where they were earning respectable livings, by false inducements of easier labor and higher wages as house servants in Honolulu. There are about 30 Japanese procurers employed by the company who owns and rents the rooms within the stockade described above, and these procurers operate both in Japan and Hawaii, their prey being sold to the room renters for prices ranging from \$100 upward, according to age and attractiveness. The younger and prettier the girl, the higher the price. There (are) several children in the stockade not more than 12 years old, and the average age appears to be about 15. It is heartrending to walk through the streets of this infernal inclosure and see the little girls standing in the doorways of their rooms or leaning on the window sills, clad in scanty attire and bedizened with cheap jewelry, using the arts in which they have been trained and drilled by their vampire owners, in inducing by-passers to enter. That such intolerable, degraded bondage of human beings should be permitted, encouraged, and protected anywhere within the limits of the United States is almost unbelievable, and is a foul disgrace to the American flag floating over the American Territory of Hawaii.

The following rules and regulations are framed and posted at the principal entrance to the stockade, with the approval of the Territorial official, by whom they were partially prescribed:

REGULATIONS OF THE IWILEI POLICE OFFICE.

1. Hours of occupation from 4 p. m. to 2 a. m., and the gates will be open during these hours.
2. The prostitutes must stay in their rooms and never be allowed to engage in the streets on the roadside.

3. Prostitutes, if they wish, may remain all night in their rooms. They may come in and out at any time, but they may not ply their trade after the said hours.

4. The masters of prostitutes, or their parasites, are not allowed to remain in the fence or to sleep with their prostitutes through the night.

5. Minors are prohibited from entering the inclosures.

6. A policeman shall remain within the court from 4 p. m. to 6 a. m. Their hours of duty are as follows: One policeman from 4 p. m. to 12 p. m.; one policeman from 12 p. m. to 6 a. m. These policemen will be changed, taking their turn at the end of each week.

7. The duty of the police will be to quiet any disturbances that may occur and to preserve good order in the place.

Regulation No. 4, above, is a dead letter, no attention whatever being paid to its enforcement.

The protection and maintenance of this institution is a direct and open violation of law, the penal laws of the Territory provided for in the following, on page 78:

Any person who shall in any manner solicit or be privy to or aid or abet in the soliciting of another to unlawful sexual intercourse * * * or to go to or be in any place where a prostitute resides or carries on her business, or where persons are generally known to congregate or assemble, or shall lead, conduct, or accompany any person to such place, or act as guide or conductor for that purpose or for any other purpose herein specified, or shall procure any prostitute for any purpose, or shall cause such prostitute shall be actually taken to or conducted to such person or place, shall be deemed guilty of a misdemeanor, and on conviction thereof shall be fined not more than five hundred dollars, or be imprisoned at hard labor not over six months, and if such person be a licensed driver such license shall be forfeited, and he shall not thereafter be licensed to drive for two years.

The law above quoted is absolutely ignored. The health officials supervise, guard, and protect the traffickers in human flesh and souls, and the Territorial officials generally, by condoning the profitable trade, are every one of them particeps criminis.

The slave pen is regarded as one of the unique and interesting institutions of Honolulu. It is visited by all classes of society, and is the resort of representatives of all nationalities. Strangers and tourists who visit Honolulu are taken to the stockade and conducted through its interior by guides who show them the various features of the institution with interest and pride. They gaze with interest and curiosity at the sight of the men and women, and with interest and horror at the flaunting display of enslaved vice.

It may be possible that the stockade system, under medical supervision, is the best and safest method of dealing with the social evil. Be this as it may, there is no palliation conceivable for the slavery that is endured by the unfortunate victims of man's lust; for the absolute and unrestricted ownership of these poor creatures by their soulless and avaricious owners; for their purchase and sale as cattle; for the nameless and numberless cruelties they are compelled to endure without hope of relief; for the open and flagrant violation of the United States prohibition of slavery or involuntary servitude.

VICTOR H.

HONOLULU, HAWAII, *February 28, 1901.*

CHARGE IN FULL OF CIRCUIT JUDGE HUMPHREYS TO THE GRAND JURY AT THE FEBRUARY, 1901, TERM OF COURT. THIS WAS THE SECOND GRAND JURY EVER EMPANELED IN HONOLULU.

GENTLEMEN OF THE GRAND JURY: The fifth amendment to the Constitution of the United States provides, among other things, that "no person shall be held to answer for a capital or otherwise infamous crime unless on a presentment or indictment of a grand jury, except in cases arising in the land or naval forces, or in the militia, when in actual service in time of war or public danger." It is in obedience to this constitutional mandate that you have been summoned here. The office which you now fill, though brief in tenure and affording inconsequential emolument, is yet one of the most important, solemn, and responsible stations to which the citizen can be assigned. The grand-jury system seems to be coeval with the earliest period of English history. It is so ancient that no one has been able to trace its origin with any degree of accuracy. It existed in the American colonies from the earliest times, having been brought from England by our forefathers, together with other provisions of Magna Charta and the common law. It was cherished by them as an institution well designed to protect the liberty of the citizen from the encroachment of arbitrary power, and of such importance to themselves and posterity as to be worthy of a place in the fundamental and supreme law of the land to operate as a limitation, restraint, and prohibition upon those whom the people might temporarily call to power, and there it remains—liberty's omnipotent injunction.

The necessary and logical result of the system was and is the abolition of one-man-power to call the citizen to the bar of criminal justice, vesting the administration of criminal justice in the hands of those from whom all power under our system of government is derived, to wit, the people, and in whom I trust it may ever remain. The system vesting the prosecuting officer with a discretion absolutely unconstrained by any other power or authority of presenting, or declining to present, an information against the citizen charging him with an infamous crime may be the peculiar delight of the despot, or of an executive which will not trust the people through fear that they will not trust it, but it can find no place here now, and I am glad to believe that there are but few persons who would give it a place even if such thing were possible. The system to which I have just referred existed here until the annexation of these islands by the United States on the 7th day of July, 1898, and was practiced until the 14th day of June, 1900, when the "Act to provide a government for the Territory of Hawaii" became effective. It was a system under which there were many abuses, arising mainly from the arbitrary exercise of power. These abuses, like most abuses which arise under a system of government in which the people, or but a few of the selected and chosen people, have a voice, were permitted to pass without a protest, because—

- First. The majority were without a voice.

Second. The minority were either indifferent to or in sympathy with the abuses.

Third. The protest in the nature of things would have been made to the very authorities who committed the abuses.

This charge does not appear in the appendix to the answer originally filed by Judge Humphreys in the Department of Justice, but as it was submitted—as a political charge—by the persons seeking to secure Judge Humphreys's removal, it is here printed in full.

There may be some good and wise men who will differ from me on these observations, just as there are some good and wise men who differ from those who believe that American institutions are the best under which men may live, grow, develop, and become thoughtful, useful, and influential citizens and members of society, charged with the duties and demanding the right to sound a voice in public affairs; just as there are some good and wise men here who believe that perfection in human government had been attained in this country prior to the adoption of the Constitution of the United States, and that an all-wise Providence had given to it His special benediction, while all other nations, States, and communities were left to wage a hopeless contest with the legions of Satan. The grand-jury system not only vests a large share of the administration of justice in the hands of the people, as I have observed, but it also vests this administrative power in the hands of the people of the particular community affected by its deliberations and conclusions. For instance, a man can not be indicted by the grand jury of the second circuit for a crime committed in the first circuit, and of course the converse of this proposition is true. Not only can the individual be indicted in the circuit where the crime is alleged to have been committed, but the individual members of the grand jury are supposed to be and of right should be summoned indiscriminately from the various parts of the circuit, thus protecting the citizen from the bad influences in a single locality which he may have antagonized, and from the passion and prejudices of those who feel that they have been specifically injured by the crime alleged to have been committed. In its origin and development under British laws, we observe and not fail to observe—that the one dominant idea running through the grand jury system is local self-administration of justice in matters of public concern to the liberty of the citizen. It is a form of local self-government so dear to the heart of the true American everywhere and so little known in these islands and about which much remains to be learned, for it is provided in the organic act of this Territory that the legislature may create counties and towns and municipal corporations in the Territory of Hawaii and provide for the government of the same.

The language of the act can not be mistaken. Not only does the legislature provide municipal government for cities, but it also provides for it well, so that the people of every village and hamlet may have a municipal corporation if they desire and the legislature has the power. Congress has not only conferred upon us this power, but it is expected and intended that the people of these islands, when organized in settlements, would promptly enter upon their rights as free and self-governing communities. No people with the spirit of liberty and a high sense of civic duty have been so slow to do so. Self-governing communities existed under the Hawaiian Empire, answering largely to the description of municipalities which we find in English and American laws, and it has been my privilege fully entitled to speak on this subject, that "the history of the conquest of the world by Rome is the history of the conquest of a vast number of cities."

^aAt the time this charge was delivered there was not, nor is there now, a district, township, nor municipal government in the Hawaiian Islands. All departments are appointed by the governor, and these officers are his subordinates. In this manner Honolulu, a wide-awake, progressive city of 45,000 inhabitants, is governed. The legislature recently passed a bill for a municipal government, which was promptly vetoed by the governor.

The Germans have had their political subdivisions, self-governing in matters of local concern from the most distant periods of their history. Their free cities are familiar to all students, and of one of them—Frankfurt-on-the-Main—it was asserted by Father Fuchs, of Mainz, in the eighteenth century, that he had epigraphic evidence that it was founded in the second century of the Christian era. Holland alone in the seventeenth century contained eighteen cities, each of which was for many purposes an independent state, jealous of all interference from without. If the rulers of such a city received from the Hague an order which was not pleasing to them, they either neglected it altogether or executed it in their own good time.

Our greatest writer on American constitutional law—Judge Cooley—speaking of municipal government, says:

In America the first settlers, as if instinctively, adopted it in their frame of government, and no other has ever supplanted it or even found advocates.

At the risk of being prolix, I shall quote more at length from this distinguished author:

In the examination of American constitutional law we shall not fail to notice the system taken and the means adopted to bring the agencies by which power is to be exercised as near as possible to the subjects upon which the power is to operate. In contrast to those governments where power is concentrated in one man, or a few or more bodies of men whose supervision or active control extends to all the departments of government within the territorial limits of the State, the American system is one of complete decentralization, the primary and vital idea of which is that local affairs shall be managed by local authorities and general affairs only by the central authority. It was under the control of this idea that a national constitution was framed under which the States, while yielding to the National Government complete and exclusive jurisdiction over external affairs, conferred upon it such powers only as regard to matters of internal regulation as seemed to be essential to national union, strength, and harmony. It is this, also, that impels the several States, as if by common arrangement, to subdivide their territory into counties, towns, road and school districts, and to confer powers of local legislation upon the people of each subdivision, and also to incorporate cities, boroughs, and villages wherever the circumstances and needs of a dense population seem to require other regulations than those which are needful for the rural districts. The system is one which almost seems a part of the very nature of the race to which we belong. A similar subdivision of the land for the purpose of municipal government has existed in England from the earliest ages. In most of the American colonies the central power created and provided for the organization of the towns; in some, at least, the towns preceded and created the central authority.

When the charter of Rhode Island was suspended to bring the colony under the dominion of Andros, the American system of town governments which necessity had compelled it to initiate fifty years before became the means of preserving the individual liberty of the citizen when that of the State or colony was crushed.

Judge Cooley did not overreach the mark of history when he stated that—

Municipal government has existed in England from the earliest ages, and for the fact that Englishmen have been qualified for the enjoyment of political freedom is mainly due to those ancient local institutions by which they have been trained to self-government. The affairs of the people have been administered not only in Parliament, but in the vestry, the town council, the board meeting, and the court of quarter sessions. Since the days of their Saxon ancestors the sons of England have learned at their own gates the duties and responsibilities of citizens. Associating for the common good, they have become exercised in public affairs. Thousands of small communities have been sepa-

ately trained to self-government; taxing themselves through the representatives for local objects, meeting for discussion and business and animated by local rivalries and ambitions. Every parish is the image and reflection of the state. The land, the church, and the commonalty share in its government; the aristocratic and democratic elements are combined in its society. The common law, in its great simplicity, recognized the right of all the rated parishes to assemble in vestry and administer parochial affairs. London was regarded and exercised all of the functions of a public corporation long before the actual grant of its charter; indeed, it was a municipal principle of great antiquity, of wide jurisdiction, of ample property and revenue and of composite organization. The law of attachments which we find to-day on the statute books of most of the American States is merely declaratory of the common law, but was borrowed from the custom of the merchants of London. The old city, distinguished for its spirit and its independent influence, has often been the bulwark of popular rights. Its magistrates have braved the resentment of kings and parliaments; its citizens have been foremost in the cause of civil and religious liberty. Its traditions are associated with the glories of England. Its worth and stateliness, its noble old Hall, and antique pageantry are famous throughout Europe. It unites like an ancient monarchy the memories of a past age with the pride and power of a living institution.

Thus we see that our American liberty has an ancestry, a history. Our ancestors brought to the American continent the principles they deemed valuable in the political institutions of England, rejecting what they believed to be objectionable.

One of the first acts of the legislature of Connecticut in 1636 was the incorporation of all towns in the colony. The establishment of municipal corporations as local republics was the original policy of New England, and it had, said Chancellor Kent, "a benign and salutary effect upon the institutions and moral and social character of the people."

And Chief Justice Ruffin, whose great learning and patriotic spirit entitle him to a conspicuous place in the category of American names, said that—

From time immemorial the counties, parishes, towns, and territories of the country have been allowed and indeed required by law to take care of themselves for local purposes. It is most convenient that local establishments, the police should be sustained in that manner; and indeed to the interest of them by the inhabitants of the particular districts and the information of the public matters generally thereby diffused through the body of the people. It has been attributed by profound thinkers much of that spirit of liberty and self-government through representatives which has been so characteristic of our mother country and which so eminently distinguishes the people of America.

Judge Brown, of the supreme court of New York, in discussing upon the system of local self-government in England observed that—

Wherever the Anglo-Saxon race have gone, wherever they have carried their language and laws, these communities, each with a local administration, have gone with them. It is here that they have acquired the habits of subordination and obedience to the laws, of patient endurance, resolute knowledge of civil government which distinguishes them from every other people. Here have been the seats of modern civilization, the nurseries of the centers of constitutional liberty. They are the opposites of those governments which collect all power at a common center to effect a given purpose, which exercise political authority, exercise all its functions, distribute all its patrimonial activity, stifle the public voice, and crush out public liberty.

Judge Dillon, who occupies a position on the apex of authority on the subject of municipal corporations, says that—

"With all its drawbacks the American system of popular municipal organization and administration is, beyond controversy, the fairest to the individual citizen, and on the whole, the most satisfactory in its operations and results of any that has been devised. Any other conclusion would be equivalent to admitting that the people are incapable of enlightened self-government; that holders of property ought to be respected, and alone to be endowed with political and municipal rights; that the few should govern the many, and that our representative system, the flower of modern civilization, based upon the right of every man to a voice in the local and general government, is a failure.

To show how thoroughly, strongly, and deeply the idea of local self-government is imbedded in the minds of the American people and our most statesmen, I need only quote President McKinley's letter to the Secretary of War in reference to the instructions which the latter was directed to give to the Commissioners to the Philippine Islands. The President said:

"Without hampering them by too specific instructions, they should in general be directed to devote their attention in the first instance to the establishment of municipal governments, in which the natives of the islands, both in the cities and in the rural communities, shall be afforded the opportunity to manage their local affairs to the fullest extent of which they are capable, and subject to the least degree of supervision and control. In the distribution of power among the governments organized the presumption is always to be in favor of the smaller subdivision, so that all of the powers which can properly be exercised by the municipal government shall be vested in that government, and all the powers of a more general character which shall be exercised by the departmental government shall be vested in that government, so that in the governmental system which is the result of the process the central government of the islands, following the example of the distribution of powers between the States and the National Government of the United States, shall have no administration except of matters of purely general concern and shall have no such supervision and control over local government as may be necessary to create and enforce faithful and efficient administration by local officers.

In obedience to these instructions the Commissioners have established municipal governments in portions of the Philippine Islands, and the people under that system are conducting their local affairs and electing their officers. It is a strange operation of fate that the people of this Territory, now American citizens, have no voice in the administration of their local concerns, are not permitted to elect even a petty constable or a school director, and are living under a system of intensely centralized government which would not be recognized in a kindergarten of governmental liberty and enlightenment, while the inhabitants of a distant land, some of whom are waging war against us, are permitted to enter the highway of civic privilege and franchise.

The question which we should put to ourselves at all times is not how cheap but how good a government can we have, giving to all a voice in its administration. A people who secure economy at the expense of popular liberty are after all the most extravagantly governed. The loss of civic liberty is the greatest misfortune which can befall any people. Centralization of power in the state may mean the saving of dollars and cents, but it also means death to the hopes, death to the highest aims and aspirations of the people, death to civic virtue and patriotism. Daniel Webster, speaking in the United States Senate on the 7th day of May, 1834, said:

"The contest for ages has been to rescue liberty from the grasp of executive power. We have ever been engaged in her sacred cause, from the days of the downfall of those great aristocracies which had stood between the king and the people to the time of our own independence, has struggled for the accomplishment of that single object. In the long list of champions of human freedom, there is not one name dimmed by

the reproach of advocating the extension of executive authority; on the contrary, the uniform and steady purpose of all such champions has been to limit and to guard it. To this end the spirit of liberty, growing more and more enlightened, more and more vigorous from age to age, has been battering for centuries against the solid buttments of the feudal system. To this end all that could be gained from the imprudence, snatched from the weakness, or wrung from the necessity of crowned heads has been carefully gathered up, secured, and hoarded as treasures, the very jewels of liberty. To this end popular and representative government has kept up its warfare against prerogative with various success; sometimes winning the history of a whole nation in blood, sometimes witnessing the martyrdoms of the great men; often baffled and repulsed, but still gaining on the victor, and holding what it gained with a grasp which nothing but the complete extinction of its own being could compel it to relinquish. At length, the people with that intelligence and that spirit which makes their voice resistless have been able to say to power, thus far shalt thou come and no farther. Through all this history of the struggle for liberty, executive power has been regarded as a lion which must be caged, and not as the natural protector of popular right, so far from being the natural protector of popular right, it has been dreaded, uniformly, always as the great source of its danger. And who is he so ignorant of the history of liberty at home and abroad; who is he, yet dwelling in his contemplations among the principles and dogmas of middle age; who is he, from whose bosom all originality of American spirit has so entirely evaporated and exhaled that he will not see that it is the peculiar duty of executive power to care for liberty? Who is he so generous and confiding toward power where it is most dangerous, and jealous of those who can restrain it, who is he that, reversing the order of the political system, poise the pyramid of the political system upon its apex? Who is he who looks with contempt upon the guardianship of the representatives of the people, and with equal contempt the higher guardianship of the people themselves? Who is he that declares that the security for freedom rests in executive authority, and that belies the blood and libels the fame of his own ancestors, by declaring that the security of liberty comes from executive authority? Who is he that comes to the protection of liberty? Who is he that charges his fellow-citizens with insanity, or the recklessness of putting the lamb beneath the lion's paw?

Gentlemen of the grand jury: There may be designing men here; there may be men here, as there have ever been, who are evincing a vertebrateless subserviency to those temporarily in power, that their lust for pelf and power may be gratified, will be gratified, will be a political question not entitled to a place in a judicial trial. But such men are either indifferent to or ignorant of our history, or else they craftily seek to impose upon the ignorant and confiding fellow-citizens. How a system so interwoven with our history, upon which all scholars, jurists, and statesmen are agreed, and which Judge Cooley truly says, "seems to be a part of the nature of the race to which we belong" and that "no one can supplant it, or even found an advocate," can be regarded as a political question, must be quite beyond the comprehension of an unbiased, and intelligent mind. The question of local self-government can not any more be made a political question than can the question of trial by jury, or to be secure from unreasonable searches and seizures, or than can any other canon of liberty of which we are so proud and jealous.

Gentlemen of the grand jury: You are an inquisitorial body, and your powers are very large indeed. It will be your duty to inquire as to the commission of any crime which may be within the jurisdiction of any individual grand juror, or which may be submitted to you by the attorney-general, and, finally, such as may be brought to your attention by private parties. But I warn you, beware of professional and paid informers, a species of vermin that seem to have prospered exceedingly well in this country under the nourishment afforded by liberal legislative

After careful examination and inquiry I have been unable to find that any State or Territory makes or ever has made appropriation for the use of informers. In that respect Hawaii as in many other instances stands alone and unenvied. Speaking from observation and experience as a practitioner at the Hawaiian bar I may say that I have never known a paid informer to testify in the courts in Honolulu who did not confess to a record as a criminal or who did not otherwise by his testimony show himself to be vastly more deserving of punishment than the person he was seeking to convict. And to a certain extent this observation applies to those parasites who hang around the station and enjoy an unearned support at the expense of honest taxpayers under the guise of being detectives. That every officer has not only the right but the duty to inform against all offenses belonging to his proper sphere which come to his notice and to trace them to the person who committed them no one will deny; for what else is he appointed if not to support and assist in the enforcement of the law? Governments have not infrequently held out regular rewards, proportioned to the offense or crime of which information is given. It was formerly so in England. The more a government is a government of law and not of executive management alone the less effective must necessarily become, upon the whole, a preventive police; for one of the main ideas of a strict government of law and civil liberty is that the citizen be allowed to do all that he chooses, provided he do not offend against the laws. I do not mean to say that all preventive police is contrary to civil liberty. On the contrary it is infinitely better to prevent crimes than to punish them; yet it is certain on the other hand that a preventive police cannot and ought not to be established on so extensive and thorough a plan in a free country as it is possible to do in a despotic oligarchy.

As to informers, it is hardly necessary to state that none but the worst portion of the community will show themselves willing to make a profession of informing for money; people who are incapable, perhaps, by their lost reputation, or unwilling to make a living in the steady and industrious pursuit of a regular trade. These informers therefore will not limit themselves to informations of fully committed crimes and to lawful evidence of them, but they have always been found prone to foment crimes, to mature offenses which otherwise would not have been consummated, and to invent evidence and procure perjured witnesses, who share in their rewards; so that the professional informers become in turn a most criminal portion of the community, and constitute a most alarming evil totally inadmissible in a well regulated society.

If we are told that by a system of informers many offenses may be discovered which otherwise might never be brought to light, we shall place the whole question at once in its proper place by asking that question which we are bound to ask whenever we wish to judge correctly of an institution, viz, what is among other effects, its moral operation? The many sacrifices which have been offered by the inquisition are doubtless a grave subject. It is the moral effect which this cruel institution has had which is infinitely greater than all the physical pain which it inflicted with fiendish zeal. Those who were burned would at any rate now slumber in the grave, but the nation which practiced it continues to be ruined. The history of every despotic government is replete with proofs of the misery entailed by the perjury of informers. The informers during the Roman Empire

formed one of its worst features and grew out of the pestilence of demoralization greatly promoted by the public ruin. The secret informations in the Republic of Venice were awful. The brass lion hollow and with open mouth in front of the palace of the Doge received anonymous informations. All the imprecations in France against the "mouchards" were well founded. The secret police under Napoleon and all the countries he conquered, in all classes, from the highest to the lowest, and the counter secret police to observe the first, are some of the worst and most melancholy traits of that unhappy period. Governments are frequently desirous either to get rid of individuals against whom they have not sufficient evidence to justify a conviction or to obtain more power by a show of danger. For this purpose they have ensnared their victims in pretended conspiracies. This is a judicial procedure, to which all despotisms resort, if convenient. The public trials at the time are full of evidence of this infamous practice, and the diaries and correspondence of the times show us the meaning of the term. Various acts to stimulate and encourage the apprehension of felons were passed in England in 1692, 1694, 1699, 1701, 1742, granting rewards ranging from £10 to £50. Officers were authorized to seduce poor people, especially, to utter counterfeit money and afterwards to prosecute them. A certain degenerate by the name of McDaniel confessed in 1756 that he had caused by his testimony men to be condemned to death. When he was tried with two others for conspiracy and perjury the people feared so much his acquittal on some flaw or other that they were slain on the spot. In 1792 a case happened in which 20 men had become the victims of an informer. In 1817 a number of police officers conspired to induce poor people to pass counterfeit money and seized them in the act. They changed small offenses into capital ones; for instance, if a watch had been stolen, they swore that it had been tied with a string and torn from it by violence. Thus theft became robbery and the informer received the informer's reward of £50. Another revolting case happened in 1817, when two soldiers wrestled for a wager of a guinea, with the greatest difficulty escaped death, the sentence of robbery having been pronounced by the perjured exaggeration of police officers. Mr. Wood, a London alderman, asserted in 1816, in Parliament, that in visiting the prisons he had found a number of men, most of them Germans, who had received counterfeit money with which they had bought bread, and were seized upon in the act of passing it by police officers. These iniquitous rewards were at length abolished in 1818 by 58 George III, c. 70. Ever since the days of Titus Oates an informer has been regarded with loathing and contempt, neither to be feared nor trusted. There have been too many instances in England of innocent people have been convicted through the credulity of informers.

You should not only inquire into crimes alleged to have been committed, but into the management of all public institutions. You may comment upon and criticise the administration of any officer in this Territory and no personal, private, or political consideration should prevent you from doing so. In a government where we are living under in this country to-day, where the voters have no voice nor direction as to matters of public concern, a conscientious, and independent grand jury can and should

ent influence for good. While you may comment upon such matters as you deem proper, I charge and specifically direct you to fully investigate that portion of this community known as Iwilei. I understand that this locality is colonized by prostitutes. The last grand jury reported to this court that "the condition of the premises and general management, which is conducted under the supervision of the police department and the board of health," is as satisfactory as could be expected, provided this shameless vocation must be tolerated as a necessary evil." Gentlemen, the proviso was well added, for "this shameless vocation" must not be, shall not be, tolerated. It has come to my knowledge that there are accommodations at Iwilei for upward of 250 prostitutes; that all rooms are filled and that more are in demand; that the girls, some not more than 12 years old, and helpless women are compelled to vend their bodies that their Japanese and French masters may live in idleness and ease. That these conditions are far-reaching in their debasing and corrupting influence is not a debatable question. There is not a town nor a city in the United States where such an emporium of lust and vice is openly conducted, nor is there a town or a city in the United States where prostitutes are licensed, all assertive and irresponsible gossip to the contrary notwithstanding. What legislator, not himself a criminal of the vilest sort, would vote for a bill which should provide that "the annual fee for a license to do business" as a public prostitute shall be \$50." Paris, of all the great cities in the world, licenses and segregates its prostitutes, and for five years the chief of police has made strenuous efforts to have the system abolished. He asserts that neither the license nor the segregation system prevents or diminishes private prostitution, and that the issuance of a license to and the segregation of a prostitute condemns her to a life of moral leprosy—unclean! unclean! unclean!—and precludes all hope of reformation. As nothing can be politically or legally right which is morally wrong, the fact, if it is a fact, that the Iwilei assembly of harlots "is conducted under the supervision of the police department and the board of health" is a burning shame and disgrace to this community and an insult to every honest man and virtuous woman in it. There is absolutely no authority of any sort in law for the maintenance of these vice dens, as the laws of the Territory treat fornication as a criminal offense and punish it accordingly, and if it be true that this place is conducted under the direction of the police and with the knowledge of the heads of that department, then they are guilty of the coarsest and most flagrant violation of their oaths of office and deserve to be held up to public censure and scorn. As if to complete the shame and disgrace which this moral plague spot has brought upon the city, I understand that the hovels in which the prostitutes ply their nefarious traffic were built for that purpose by a company enjoying a corporate franchise from this Territory, and that at least two of the directors of the corporation which built, own, and rent these miserable bazaars of crime are men who hold high official positions in this Territory. A community in which such things can be done is totally lacking in high public sentiment and its morals are at a low and constantly diminishing ebb. It will be your duty to investigate this matter fully; there can be no evasion. I hope that you will visit Iwilei some Saturday night. There and then you will observe

^a See Exhibit C.

the high carnival of lust, the vast department store of the vices, half naked women eagerly endeavor to peddle their bodies by the and all, all "under the supervision of the police department and board of health."

I not only direct and instruct you to investigate this place, but I direct and instruct you to ascertain every fact and condition that possibly can bearing upon its maintenance. The owners of the place, the owners of the building, the rent paid for a building as a whole, the rent paid per room by the prostitutes, the names of the lessors, the names of the lessors if they be individuals, or the names of the officers of the corporation, if the lessor be a corporation, the supervision exercised by the police over the place, the number of buildings, the number of rooms in each building, the number of prostitutes occupying the room, together with their nationality, and any other circumstance which may tend to throw light upon the subject.

I instructed the grand jury impaneled at the August term of court to make inquiry as to whether any minors were employed in saloons of this city as barkeepers. The grand jury reported that no minors were so employed. I charge you to make similar inquiry in this connection. I will state that there is no law here prohibiting the employment of minors in saloons, but such a law does exist in every State in the Union and is a wise police measure. It is only by legislation and agitation that reforms are accomplished in either substantive or adjective law, and it is not only proper, but I suggest and call attention to any defects in our liquor laws and other law, which you may observe during the course of your investigations.

I instruct you, gentlemen, to make a thorough examination of the insane asylum. Inquire as to the inmates, their food, treatment, the sanitation of the buildings and premises. Within the walls of human suffering no affliction so much claims pity and sympathy as insanity. Rich and poor are stricken alike, and both are defenseless. Treated with care and tenderness it is bad enough, but neglected by neglect and cruelty it is unspeakably awful. To relieve such affliction, to guard it from wrong and oppression, to alleviate the suffering, and, if possible, to heal it, is the sacred office of the physician. In the care of the insane two principles should be carefully guarded: the guardianship of the State, and the obligation of proper treatment, the burden of the liberal treatment of the lunatic poor. I am charging the last grand jury, that "it is hard to understand how a physician, enjoying a large private practice, can give time and attention to an institution of this kind." That jury was with me, for they reported to the court that in their opinion the visiting physician, however capable and conscientious, cannot adequately attend to the requirements of this asylum," and they recommended "that a resident physician be appointed who shall devote his entire time and attention to the inmates." They also reported that the last legislature made an appropriation for new buildings which had been used, although ward No. 2 was "in the process of decay." You will send for the president of the board of the Territorial treasurer and ascertain why this appropriation has not been made available, if the appropriation was in fact made.

I charge you, gentlemen, to visit the Territorial prison and investigate every detail of its management. I may remark

ther. Rude justice, violent, lawless, excessive retribution fills a nation from which the justice of society has leaked out. Let society forbear to punish homicide, and blood revenge becomes an institution. Let us forbear to punish adultery, and the aggrieved kills the offender, not merely when caught in the act, but on calculation and in cold blood.

Gentlemen, the attorney-general or his deputy will examine all witnesses who may appear before you, but you have the right to examine all witnesses also, and you should not hesitate to do so when you deem it necessary. You will exclude all persons, including the attorney-general, from your presence and hearing while you are deliberating and voting upon any question which may have been brought before you.

It is the duty of the attorney-general to advise you as to the law applicable to any particular state of facts, but it would be grossly improper for him to argue upon the facts in any matter before you, and in no event should he be requested or allowed to express his opinion as to the guilt of any person accused of crime. The attorney-general has the power to enter a nolle prosequi in any criminal case, but this proceeding must take place in open court and not in the retreat of the grand jury room. If in any case you find an indictment, it will be the duty of the attorney-general to prepare it at your request.

You will hear the witnesses for the prosecution; and if in your judgment the evidence of such witnesses, unexplained and uncontradicted, would warrant a conviction by a trial jury, it will be your duty to find an indictment. You will not permit accused persons or their attorneys or witnesses to appear before you or permit them or any other person whatsoever to speak to you on the street or elsewhere in regard to any matter or thing you may be investigating or have under consideration. The oath which you have taken obliges you to keep all of your proceedings secret, and you should constantly wear this as a talisman before your eyes. It is the policy of the law that the preliminary inquiry as to the guilt or innocence of a person accused of crime should be secretly conducted.

If any private party desires to call your attention to any crime alleged to have been committed or to any condition of public concern which he desires to have you investigate, no matter who he is, he should personally appear before you and be sworn and examined like any other witness. If any person, high or low, addresses you, or any of you, a communication in writing or in print in regard to your duties or any matter which may have been brought to your notice, it will be your duty to report the fact to the court. It would be just as much a contempt to write or print you a communication under such circumstances as it would be to address a similar communication to the judge of this court while engaged in the trial of a case. Congress passed a law a few years ago which provides that:

Any person or persons shall attempt to influence the action or decision of any grand or petit juror, upon any issue or matter pending before such juror, or before any of which he is a member, or pertaining to his or their duties by writing or sending to him any letter or letters, or any communication in print or in writing in relation to such matter or issue without the order previously obtained of the court in which the said juror is summoned, such person or persons so offending shall be deemed guilty of a misdemeanor and upon conviction thereof be punished by a fine not exceeding \$1,000 or by imprisonment not exceeding six months, or by both fine and imprisonment, according to the aggravation of the offense.

This act is but declaratory of the common law and rests on considerations of the soundest public policy. If, therefore, in violation of the law, to influence your action or decision, any letter or communication in print or writing, relating to any issue or matter pending before you or pertaining to your duties, is sent to you without the previous order of this court, you will promptly present the matter to the court.

Witnesses appearing before you may be sworn by your foreman if he be absent, by any one of you. I will hand your foreman a form of oath, which form, and no other, you will use in swearing witnesses. You may when necessary invoke the services of an interpreter, but only the official interpreters of this court can be used.

No indictment can be found by you unless at least twelve members concur in the finding. When an indictment is found by you you will indorse thereon, "A true bill," and have such indorsement signed by your foreman. No member of the grand jury can be excused except by the order of the court. If any member of the grand jury is absent at any time or delinquent it will be the duty of the grand jury to present the fact to the court. You may elect one of your members as clerk to keep the minutes of your proceedings; but only such minutes need be kept as will enable you to make your final report to the court, which report you will present upon the conclusion of your labors. Court will convene at 10 o'clock a. m., and adjourn at 12 m., which, with a recess from 12 m. to 2 p. m., will constitute your session. You may now retire.

EXHIBIT.—Judge Humphreys.

In the circuit court, first circuit, island of Oahu, Territory of Hawaii.
In probate—at Chambers. Before Humphreys, Judge.

In the matter of the estate of Annie T. K. Parker, a minor.

DECISION.

On the 5th day of December, A. D. 1901, A. W. Carter, guardian of the estate of Annie T. K. Parker, a minor, filed his second annual account. At the same time the guardian presented an inventory of the estate of his ward, from which inventory it appears that he has invested nearly all of the money in his hands in the estate of his ward in the bonds of certain private business corporations; that is to say, \$27,000 has been invested in the bonds of the McBryde Sugar Company, Limited, \$11,500 in the bonds of the Oahu Railway and Land Company, Limited, and \$4,000 in the bonds of the Waialua Agricultural Company, Limited, making a total investment in these alleged securities of \$42,500.

The accounts were referred to a master, who was directed to examine the same and also to make inquiry as to the value and the security afforded by the bonds of the McBryde Sugar Company, Limited, and the Waialua Agricultural Company, Limited. It appears from the report of the master that the bonds of the Oahu Railway and Land Company, Limited, which were not presented to the observation of the court at the time this matter was committed to the master, he was not directed to institute a

ference to the standing of that company or the value of the property and its bonds. The trust deed given by it to secure bondholders is similar to that executed by the McBryde Company. The master does not appear to have made an independent investigation as to the securities of the McBryde and Waialua companies, but he did, however, receive the testimony of certain witnesses produced by the guardian, and upon that testimony he reported to the court his conclusion, as follows:

The property of the Waialua plantation appears to be worth about \$3,500,000 and to be good security for a loan of \$1,000,000. The property of the McBryde plantation appears to be worth not less than \$2,000,000 and to be good security for a loan of \$1,000,000.

The court desiring to hear further evidence as to the security afforded by the bonds of the McBryde Company, in which so large a part of her estate has been invested at a rate of interest, to wit, 6 per cent. greatly less than the current rate, caused certain witnesses to be summoned who were examined by the court on the 8th day of April, A. D. 1902, the guardian appearing at that time with his counsel and cross-examining the said several witnesses. The testimony heard by the master, as well as that taken by the court, has been transcribed and is on file herein. Copies of the trust deeds executed by the corporations named to secure the bonds are also on file. The objection to the investment of trust funds in the securities of the Oahu Railway and Land Company rests upon what, in the absence of a statute, are taken to be the well-settled rules of the common law and the oft recognized principles of equity jurisprudence in regard to the investment of funds of that character. There is no evidence of witnesses before the court as to the financial standing of that company, but the court has had reference to newspaper and stock exchange reports covering a considerable period of time as to the market value of its stock and bonds, from which it appears that its bonds have been for many months and are now selling above par, and that its stock, while now selling at a little less than par, has frequently sold above par. Both are held in high repute.

The authorities seem to justify the court in treating newspaper and stock-exchange reports as a proper source of information as to the market value of stocks, bonds, and articles of merchandise. In *Lush v. Druse* (4 Wend., 317) the value of wheat at a certain point was allowed to be proved by a witness who had derived his knowledge solely from the books of large dealers in wheat at that place, and in *Fennerstein's Champagne* (5 Amer. Law. Reg. N. S., 464) the Supreme Court of the United States held that the market value of articles of merchandise at a particular place in a foreign country was provable by letters written by third persons abroad in the ordinary course of business to other third persons offering to sell at specified prices. In *Sissons v. Cleveland, etc.* (14 Mich., 489), it is said that—

The principle which supports these cases will allow the market reports of such sources as the commercial world rely upon to be given in evidence. As a matter of fact, such reports, which are based upon a general survey of the whole market and are constantly received and acted upon by dealers, are far more reliable and satisfactory than individual entries or individual sales or inquiries, and courts should justly be the subject of ridicule if they should deliberately close their eyes to sources of information which the rest of the world relies upon and demand evidence of a less certain and satisfactory character.

See also *Cleveland R. R. Co v. Perkins*, 17 Mich., 296, Starkie Ev., 10 ed., 95.)

The investment of the funds of his ward in the bonds of the Waialua Agricultural Company, Limited, by the guardian in this case, and particularly the large sum invested in the bonds of the McBryde Sugar Company, Limited, can not be defended upon any principle or authority. The investment in the securities of the latter (McBryde Company) especially deserves to be characterized as unauthorized, extravagant, improvident, reckless, and a breach of trust in view of the guardian's admission that at the time of the investment he had neither examined an abstract of title of the property alleged to be owned by the company nor read the trust deed by which the bonds are alleged to be secured, and in view of the further and significant fact that he purchased by far the greater part of them from a corporation in which he was a director and of which he was treasurer, to wit, the American Sugar Company. As a faithful, prudent, diligent, cautious, and conservative fiduciary it was his duty to have examined the title to the property alleged to be pledged as security for the bonds, and to have carefully and critically examined the terms of the trust deed of trust. (Underhill on Trusts, 269-287; Lewin on Trusts, 325.)

The situation is not improved any by the fact that the other directors of the American Sugar Company approved of and concurred in the sale of the McBryde bonds owned by it to the ward of the guardian. The concurrence of such directors in the sale of the bonds tends to show that the American Sugar Company thought it was safe to sell the same and that it was doing well in disposing of them to the minor. The rule is inflexibly established that where in the management and performance of the trust, trust property of any kind, real or personal property, the trustee can not, without the approval and consent of his principal, directly or indirectly become a purchaser. Such a purchase is always voidable and will be set aside on behalf of the beneficiary, unless he has affirmed it after obtaining full knowledge of all of the facts. It is entirely immaterial to the existence and operation of this rule that the sale is intrinsically fair, that no undue advantage is obtained, or that a full consideration is paid, or even that the price is the highest which could be obtained. The policy of equity is to remove every possible temptation from the trustee. The rule applies just as forcibly where the trustee acts as an agent, case, simply as the agent for another. (2 Pomeroy, 958.)

As a director and as the treasurer of the American Sugar Company it was the duty of Carter to exercise an impartial and unbiased judgment as to the wisdom of a sale of the McBryde bonds; as guardian of this minor it was also his duty to exercise a like impartial and unbiased judgment as to the wisdom of the purchase of the bonds by him as the trusted guardian of the interests of his ward. Bennett (10 Ves., 381), Lord Eldon says:

Then if the principle be that the solicitor can not buy for his own benefit, that where he buys for another the temptation to act wrong is less, that if he not use the information for his own benefit it is too delicate to hold him liable for temptation to misuse that information for another person is so much weaker, that he may be at liberty to buy for another * * * that distinction is too thin to support the rule of justice. (Tomaine v. Hendrickson, 27 N. J. Eq., 162.)

The bonds issued by the Oahu Railway and Land Company, the Waialua Agricultural Company, and the McBryde Sugar Company purport to be secured by deeds of trust executed by those

to third parties as trustees, whereby certain properties of the respective companies are conveyed to the trustees named in the respective indentures of trust, to be held as security for the bondholders, but upon the trusts, and subject to the provisos, exceptions, reservations, and limitations in said deeds mentioned. The provision of the indenture of trust executed by the McBryde Sugar Company and the Waialua Agricultural Company are, except with reference to the property conveyed, identically alike. Both deeds contain this provision, to wit:

In case of default in payment of interest or any of the bonds hereby secured, the payments therefor having been presented and payment demanded, should such default payment continue for the period of three months after such demand, then and thereupon the principal of all of said bonds outstanding and unpaid shall, at the option of the holders of a majority of said bonds, signified in writing, become immediately due and payable, provided that nonaction of any of said bondholders in case of any default shall not extend and shall not effect any subsequent default of any rights arising therefrom.

There is no other provision in either of said deeds of trusts under which a bondholder may have the right to declare the principal of his bond due upon nonpayment of the interest. He may be forced, if he is so unfortunate as to be a minority bondholder, and unable to secure the cooperation of the majority bondholders, to bring successive actions for the collection of his interest, resulting not only in delay in the realization of income, but in the expense which is attendant upon all litigation, thereby reducing the net income to a sum greatly less than that anticipated by and pledged upon the face of the bonds. If the majority bondholders are the owners of the plantation, or if the plantation, or others having an interest in it entirely separate and distinct from and greater than their interest as bondholders, should acquire the majority of the bonds, they would, if we can take into account the motives which usually influence men in matters where dollars are at stake, hardly sacrifice their interests for the benefit of the minority. In other words, they would not, nor could they in reason be expected to consent to a foreclosure for nonpayment of the interest if it were clearly contrary to their protection as stockholders, or as interested parties otherwise, to do so.

The situation is plainly one in which the big dog, if he may not eat the little dog, can effectually hold the smaller one at bay while he complacently licks his chops over the bone.

No observing man needs to be told that in the event of foreclosure of the bonds of a private business corporation, where the bonds are not guaranteed or underwritten by a solvent trustee or other party, corporate or individual, and where the private property of stockholders of the corporation is, as in this Territory, exempt from liability for the debts of the corporation, the minority are at the mercy of the majority of the stockholders, being in most instances compelled to take common stock in a new corporation created out of the remains of the old and unsuccessful one, and forced to send good money after bad by supplying the new corporation so formed with the necessary working capital. An investment in the bonds of a new enterprise which begins its career with an insufficient working capital, and the success of which depends upon a number of contingencies, is more apt than otherwise to leave us in the condition in which the amiable and confiding son of Peter Goldsmith was discovered. We go to the fair with a fine cow; returning home with the descending shades of night we find that our

only assets are a bundle of shagreen spectacles. The hazardous nature of a minority bondholder's investment was well emphasized by Justice Sutherland, of the supreme court of New York, who, in *King v. Bot* (50 Barb. 453, p. 485), observed:

In case of foreclosure the small bondholders usually become the victims of the management and combinations of a few of the large bondholders.

The duty of a trustee does not end with the mere investment of funds in his hands as a fiduciary factor; his duty as such is continuing. Not only must he carefully and safely invest the moneys of his principal in the first instance, but he must also zealously watch and protect the security upon which the investment rests and promptly call for it when it becomes necessary to do so by reason of the development of a special hazard, or if the interest is not paid through either the negligence, perverseness, or inability of the mortgagor to pay it. A guardian in this case can not exercise any independent, free, untrammelled, and uncontrolled discretion with reference to calling for the loan made by him to these corporations in the event of the default of the interest, no matter how frequently the delinquency may occur or however much the safety of the investment may be endangered. It is patent from the provisions of the trust deeds in question that there is an undisguised, plain, palpable delegation of authority, duty, and discretion by the guardian to others, to wit, to the majority bondholders who are strangers to his trust and over whom the court can exercise no authority or control. These people, whoever they are, whether stockholders in or ordinary unsecured creditors of the corporation, can veto, and if it is to their interest to do so the motives of expediency and hence human nature tell us that they will veto, the discretion of this guardian. The guardian, by investing in securities and by the deeds of trust, has relieved himself from the fetters imposed upon his own custody and management of the fund by sharing the management of the fund with others and giving those others as much authority as he has himself. He has no power to foreclose if the persons in whose hands the fund is placed veto the foreclosure. "Nay, he has no power of himself of the power of obeying any order that the court may make requiring him to bring the fund" if the interest be not paid. (*White v. Board of Finance*, 43.)

That this delegation of duty is wholly contrary to every principle with which equity has safeguarded the relation of guardian and ward is attested by all the text writers and every adjudged case where this principle has been involved testify.

Underhill on Trusts, 269, 286, 287.

Lewin on Trusts, 331.

1 Peary on Trusts, 463.

Webb v. Jonas, 39 Ch. Div., 660.

As often as the question has been before the courts it has been declared, emphasized, and enforced that a trustee shall not mix trust funds in his possession with his private funds. This prohibition applies as forcibly to the mingling by the trustee of his private funds with the funds of a third party. I take it that in an action where the question might be raised it would not be disputed that a trustee would be prohibited from contributing a certain amount of his private funds where a similar amount had been contributed by the trust funds both amounts being secured by one mortgage taken in

common trustee. Such a contributory mortgage (and the trust deeds in this case are nothing more or less) as an investment for trust funds are reprobated by all of the text writers and in every case which I have been able to find. The proposition is treated by Mr. Lewin as too plain for extended discussion. He says:

Of course trustees should not join with others in a mortgage so as to mix up the trust funds with the rights of strangers; and still less could they take a joint mortgage in the name of a common trustee, for this would also be a delegation of their duty.

Lewin on Trusts, 331.

Mr. Perry gives this view his approval (1 Perry, 463).

Mr. Underhill says:

The mortgage must not be a contributory mortgage—that is, a mortgage where the trustee joins with other persons in a joint loan—for in that case the trustees would be putting it out of their power to realize without the joinder of third parties. In other words, they would be intrusting the trust property to persons who were not trustees of it. A contributory mortgage is therefore *prima facie* a breach of trust.

In defense of this trust deed with reference to a foreclosure for nonpayment of interest, it has been argued that what would be for the advantage of the majority would also be for the benefit of the minority bondholders. We have seen that this may not be true if the majority of the bonds are held by the stockholders of the company or creditors having a large amount of claims unsecured against the corporation. At any rate, the argument was well met by Lord Justice Kekewich in *Webb v. Jonas* (39 Chan. Div., 660, at p. 668), where his lordship says:

It has been said that no step could be taken, no money could be received, no terms of arrangement could be made, without its being for the benefit of all. It is said that this is an essential part of a contributory mortgage. That may be so, and this may be an ordinary form of contributory mortgage; I do not know that it is not; but if what I have just adverted to be a necessary result and a necessary incident of a contributory mortgage, that, to my mind, is one of the strongest reasons for saying that trustees can not invest on a contributory mortgage. To my mind, trustees not having any power expressly given them are bound to invest on a mortgage where they have the entire control in their own hands and where they can exercise their own discretion for the benefit of their cestuis que trust, and not where they are bound to consult others, or where if they do consult others they are bound to act for the benefit of others as well as for themselves. It robs them of that control which is an essential part of the propriety of the security. Another objection is that if they are bound to foreclose they must bring the other parties before the court. That may or may not be so important a matter; and though no doubt, according to the decision in *Lake v. South Kensington Hotel Co.* (11 Chan. Div., 121), one set might commence proceedings for foreclosure, making the other set defendants, that obviously is not the ordinary or convenient course. They would have to correspond with other trustees, there might be proceedings pending with regard to other trusts, they might be involved in all sorts of difficulties—difficulties which frequently are incident to an investment on mortgage and must necessarily be so according to our law of real property, but not difficulties which trustees ought to embrace in the first instance and to really reserve for themselves against the rainy day. If the rainy day comes the trustees ought to be utterly unembarrassed by their own acts, though the law or other adverse circumstances may embarrass them.

I can see no reason why this argument does not apply with all of its force to the present case; indeed, I can see every reason why it should apply with the greatest force to this case, as in that case the mortgage appears to have been so expressed that either set of mortgagees might well, while, in the case at bar, the guardian can not foreclose, at least for nonpayment of interest, without the consent in writing of a majority of the bondholders. The question as to right of a guardian to associate strangers with him in the administration of the discretionary

duties of his office, as, for instance, in investing the funds of his in a contributory mortgage, such as we have here, has never passed upon in this jurisdiction. In Banning's case (9 Haw. which is relied upon as an authority for the guardian, certain investments made by the trustee under the will of Banning in the private corporations were approved, but it appears from the testimony in that case, from the stenographic report of the arguments of counsel, the briefs, and the decision of the court, that the question discussed was neither argued, considered, nor decided, nor the question appear to have been decided in any of the cases cited by counsel or the court in the Banning case. Indeed, in the Banning case the decision may very well have turned on the power of the trustee under the will, for the court observes "He (the trustee) has in fact followed them (the investments) conscientiously followed the directions of the testator." It need hardly be added that as the trustee "conscientiously followed the directions of the testator," he was exonerated in all events, as the directions of the testator were his guide and law. But in so far as the Banning case holds that a fiduciary may invest trust funds in the bonds or other securities of private corporations, whether agricultural, mercantile, or industrial corporations and that the courts of equity and probate in this Territory can not, without trenching upon legislative functions, direct the trustee as to what securities he should invest in, the court must and does respectfully decline to follow the decision. The court has never considered that the decisions of the supreme court of Hawaii antedating the annexation of the Territory to the United States are binding upon it, barring, of course, any subsequent legislative enactments as may have construed statutes still in force and judicial decisions as may have established rules of property. By an act of the Hawaiian legislature in 1892, it is declared that "the common law of the Hawaiian Islands as ascertained by English and American decisions is declared to be the common law of the Hawaiian Islands except as otherwise expressed by the Hawaiian constitution or fixed by Hawaiian judicial precedent, or established by national usage." The existence of this statute—its application to the investment of trust funds by those who are intrusted with them was not considered by the court in the Banning case. It was held that there was not (nor is there now) any constitutional provision in Hawaii limiting the investment of trust funds and it appears that such investments were fixed by judicial precedent prior to the Banning case or by national usage.

That investments of trust funds in the bonds of private corporations were not permissible at common law is conceded by the courts which hold that such investments may be made.

The Banning case seems to have been based largely upon the Massachusetts decisions which certainly do sustain the investment of trust funds in the bonds of private corporations, where such corporations have a recognized standing in the community and have demonstrated their ability to successfully do the things which they were created to do. But the Massachusetts courts, in common with the courts of other jurisdictions and with the text writers, do not approve of investments in the bonds of new corporate organizations the success of which depends upon a number of remote and speculative contingencies.

Dickinson's Appeal, 152 Mass., 184.

King v. Talbot, 50 Barb., 453.

Tucker v. State, 72 Ind., 242.

Kimball v. Redding, 31 N. H., 352.

Simmons v. Oliver, 74 Wis., 663.

In re Hall, 58 N. E., 11.

In re White, 48 N. E., 128.

Adair v. Brimmer, 74 N. Y., 539.

(Of the last case Mr. Pomeroy says (2 Equity, p. 1592, No. 1):

The opinion of Mr. Justice Woodruff in this case upholds in a most admirable manner the high morality of equity in determining and enforcing the obligation of trustees toward their beneficiaries.

In *Mattocks v. Moulton* (84 Me., 545), the court reviews the Massachusetts cases and says: "The trustee must always bear in mind that he is dealing with trust funds which were not given to him to be used in developing or furthering business enterprises, but to be guarded carefully and invested cautiously, so that principal as well as interest may be forthcoming at the appointed time. While he must be as diligent and painstaking in the management of the trust estate as the average prudent man is in the management of his own estate, he may not always place the trust funds where he or the average prudent man would place his own funds. In measuring the duty of the trustee with the usual conduct of the man of average prudence in the care of his own estate, reference is to be had to the conduct of such a man in making permanent investments of his savings outside of ordinary business risks, rather than to his conduct in taking business chances. There are often occurring good business chances in which a man may invest some of his own money without danger of being called imprudent, whatever the result. But it will generally be conceded that a mere business chance or prospect, however promising, is not a proper use for trust funds." In *Kimball v. Redding* (31 N. H., 352), the court says:

Safety is the primary object to be secured in an investment of this kind, * * * we think that an investment is not to be deemed safe without evidence that it is safe and that the trustee ought to be able to point out some ruling feature to distinguish it from a mere adventure. If he invests in property, it ought to be property which yields an actual income, which has a valuation, in the general sense of the community, founded on that income, and not upon remote eventualities and a succession of contingencies.

And the court further observed, in regard to the investment, "the high expectation that was entertained in its favor did not tend to change its character as a mere adventure or to clothe it with any of the elements of actual property." Now, there must be some reason for the most unusual and, because it is unusual, the striking position of the Massachusetts court in regard to trust funds. I find that, according to the Twenty-fourth Statistical Abstract of the United States, prepared by the Treasury Department, there is deposited in the savings banks alone in Massachusetts the enormous sum of \$533,845,790—more than three times the amount on deposit in the neighboring State of Connecticut; more than four times the amount on deposit in the great State of Pennsylvania, and more than eight times the amount on deposit in similar institutions in any other State in the Union, with the exception of New York, and vastly more than the Empire State in proportion to population. This immense sum is on deposit in the savings banks alone, and of course does not include the large sums

deposited with trust companies and commercial banks. This prominent fact alone is enough to show that there was not only a necessity but that there was an imperious, overwhelming, irresistible necessity for allowing trustees the greatest latitude in the investment of funds growing out of the unparalleled money conditions which existed in that most prosperous State in the Union for a great many years.

Men remember battles, fires, and wrecks,
Or any other things that bring regrets,
Or break their hopes or hearts or heads or necks,

and we can not blind ourselves to the maelstrom of speculation which this trusting community was sucked and its veins opened by land sharks, speculators, and promoters during the three years following the annexation of these islands. The memory of that high tide of chance, when allured by the prospect of great riches and lulled to the seductive and plausible promises of avaricious and unscrupulous promoters whose professed knowledge of the secrets which lay in the womb of the future entitle them to be classed as prescient, who "spake three thousand proverbs and whose songs were as of old and five; who could speak of trees, from the cedar tree to the hyssop, even unto the hyssop that springeth out of the wall; of beasts, and of fowls, and of creeping things, and of fishes; of women, and even children invested their savings in wild-cat enterprises, will, suspended in gall, linger long. Many of these enterprises are now only bitter memories—mere speculative tombstones. For illustration, take the American Sugar Company, some facts in the history of which appear from the testimony of the guardian in this case. That company was incorporated with a capital of \$1,000,000; a fine wharf was constructed, a number of costly pumps were built, railroads were built, 800 acres of cane was planted, and a large number of servants and laborers were employed. The water of the canal from which it was expected to irrigate the cane, held in solution quantities of salt in solution that it was death to vegetable life. The property had to be abandoned as a sugar plantation. From the stock reports it appears that its stock of the par value of \$100 per share sold, in the madness of speculation, for \$200 per share, and is now not worth now, according to the evidence of the guardian, \$10 per share. The property is now used as a stock range. The broad acres which a few months ago were covered with cane tossing to the sunlight the promise of wealth, "the wind slowly o'er the lea." I might cite other instances from the records of this court, showing the acute speculative mania which seized this community during the period mentioned. I mention the Maunalei plantation, upon which upward of \$400,000 was invested, which was sold by a receiver of this court, with the consent of the parties, for less than a dime on the dollar of the amount invested.

Prudent men, careful men, watchful men could be summoned out number to testify that they invested in these new and untried enterprises and that they believed them to be good. The answer to that is that the law does not give a trustee the right of choice in investments which may be exercised by prudent men in their own affairs. A business man of even more caution may, and often does, assume intentional risks in the investment of his own property. For the sake of obtaining an extraordinary income he will often invest in such a manner that

imate loss is considerable, and such speculative use of his property could not be regarded as illegitimate or deserving of any censure. A man may do as he will with his own property. Absolute freedom from risks is impossible. The most stable forms of property may lose their value, lands may depreciate, even nations may become bankrupt. From these risks which inhere in every kind of ownership the law does not profess to save the beneficiary; but from risks growing out of the uncertainty of speculative investments the law does protect him by making the trustee personally responsible for all trust funds invested by him in such manner. It is the settled rule of equity, in the absence of express directions in the instrument creating the trust or of statutory permission, that trustees can not invest trust property upon any mere personal security nor upon stocks, bonds, or other securities of private corporations. (2 Pomeroy Eq., 1074.) In a recent case before the Maryland court of appeals the rule as accepted in the United States generally is expounded by Mr. Justice McSherry, as follows:

It is of the most vital importance that trustees be held to a strict and rigid accountability, and however serious may be the consequences which in particular cases the application of this rule may entail upon the individuals affected or upon their survivors, insensibility to those consequences is a stern and imperative mandate of judicial duty. It is infinitely better, even in exceptional cases of manifest hardship, that a trustee should suffer the results of his own error and mistakes of judgment than that the settled principles which have uniformly governed courts of equity in protecting the interest of cestuis que trust against the trustee should be relaxed or strained in the slightest degree for his acquittal or relief. His duty requires of him the exercise of the highest diligence and absolute good faith, and whilst the law affords him ample protection, if he seeks the aid and follows the direction of the courts having jurisdiction over the subject, it generally fixes upon him the responsibility for all losses which may result from unprofitable or unfortunate investments made upon his own discretion and judgment. (*Zimmerman v. Farley*, 70 Md., 561, cited in 2 Beach on Trusts, 553.)

We wish all worthy corporate enterprises success; at the same time we intend to protect, with all of the safeguards of law and equity, the dependents upon this court. The clamor of stock manipulators can not move us from our position; the threat of promoters inspires us with no terror; the groan of the widow and the cry of the orphan do fill us with immeasurable pity, and, having an eye single to their welfare, we do not intend that corporations with alleged securities, having an alleged gilt edge but a back of grosser metal, shall break into the vaults of the court and take from it the funds of fiduciaries. As matters now stand there is but one way to get such funds out of these vaults, and that is to employ dynamite in liberal quantities when the police are asleep. If the Massachusetts doctrine, that a trustee can invest trust funds in promissory notes, stocks, and bonds of private corporations, is to become the law of this Territory, may God pity our widows and orphans.

The Massachusetts theory referred to in *Banning's* case (9 Haw., 453), that for the court to "direct what securities and what only may be accepted by trustees, so that they would be exonerated in the event of loss, trenches upon legislative functions," is a view not held by any other court or text writer.

1 Perry on Trusts, 452.

2 Beach on Trusts, 533.

Lewin on Trusts, 619 et seq.

2 Pomeroy Eq., 1064.

Wheeler v. Perry, 18 N. H., 307.

That "investments" in sugar properties, and particularly ne undeveloped sugar properties not dividend paying, are not investments for trust funds is a proposition to which I can not out closing my eyes to the history of this country, do other than my absolute assent. The view that they are not proper investments for trust funds has been generally followed in this country by those as their accounts in this court show, and has been maintained by the ablest members of the bar. Mr. A. S. Hartwell, whose high professional attainments and superior business ability has been recognized all times, was zealously seconded in denouncing the investment of trust funds in this class of securities in the Banning case by Mr. Whitney. The argument of Mr. Hartwell so forcibly expressed the speculative and the purely speculative nature of such investments that I was tempted in quoting from it at some length. He said:

It is a different thing altogether from Massachusetts investments, this is a matter of bonds for raising money for the purpose of establishing and running a plantation, no matter how much money has been paid out there, whether wisely or unwisely, the \$400,000 subscribed by the shareholders had been expended on the Kahuku plantation. In the first place it is a mere leasehold. Mr. Davis, in his testimony before this court stated what he thought would be the value of the leasehold in the absence of a sugar plantation. He was a witness called by the defendant. The bonds he thought would be practically worthless if the plantation should not be a success. * * * And right here, if the court please, I want to say and to insist that it is not the proper thing for any sugar security to be issued by a trustee, no matter how much he may desire to see the sugar industry succeed in this country; no matter how much he may believe it will succeed, he should not deny that it is a speculative venture in every instance. The sugar trust of New York controls the price of sugar to-day, and if they put the price a quarter of a cent lower than it is now it remains to be seen how many plantations in this country will do more than take off their standing cane. If labor is not available it is a matter of the gravest concern whether any more cane will be planted in this country will ever plant another crop. * * * Now, take again the plantation bonds; I have referred to the fact that \$135,000 had to be raised to carry some of its bonds before agents could be found to carry it on. Who took the bonds? James Campbell, the lessor, took about \$40,000. James Campbell would get 5 per cent of all the sugar made on that plantation if it succeeded. A pretty good motive, one would say, for taking the bonds. The company took \$30,000 for the very good and business-like reason mentioned by Mr. Bolte, one of the officers of the company, because they hoped and expected to do business with the plantation in selling it coal and lumber. The Hawaiian Sugar Works took \$28,000, but the evidence is they took it in payment of their claims against the plantation. Theo. H. Davies & Co. took \$3,000 for the purpose of running the plantation over there at Kahuku. Grinbaum & Co. took \$9,000, the agents of the plantation. They were pretty safe, having the handling of all the sugar that would be produced in taking \$9,000 in bonds. Bishop took \$15,000. Bishop & Co., who have been interested in almost all the financial ventures of this country, is a very conservative firm. But that cautiousness and conservatism might not stand upon that house to the relief of certain firms and help them to the same extent. * * * These investments are not bad investments on account of the political affairs of this country, not on account of the distrust in the country concerning the silver business. It is not the failure of the Barings, or the financial disasters in Australia, it is not the wild-cat railroad ventures in this country which makes these securities bad securities; it is because they are speculative because they are not based upon solid values or permanent values which will become better and they may not become better, that is not the question which does not come within the rule with regard to trust investments that I am submitting to you. I submit that when the bonds of a sugar plantation are issued which receive no dividends are issued, it is an extremely risky thing to do. Why? If the plantation pays no dividends to its shareholders it does not pay. What are the bonds worth then? What can you do with the machinery except for the manufacture of sugar? It has always been the case that these mortgages on sugar plantations were somewhat like the mortgage on an elephant. When the time comes that the property is worthless

and these mortgages are foreclosed you then simply get the value of the property for other purposes besides sugar and nothing else, because the mortgages would not be foreclosed if sugar were paying.

Assuming (what I do not for a moment believe) that the present values of the land and machinery of the Waialua and McBryde companies are fairly estimated, it does not at all follow that such values have that stability which a trustee should require, for it goes without saying that the permanent value of any mortgage security must depend largely, if not entirely, upon the permanent earning capacity of the property mortgaged, and where such earning capacity is in the least degree precarious or rests upon conditions and numerous contingencies beyond the power of the mortgagor to control or protect, it follows that an investment in such security is speculative in the highest degree. If the production of cane upon these plantations should be discontinued, the land could not be sold for one-fourth of its present alleged value or cane, while mills, pumps, and railroads would hardly fetch the cost of removal. It is not wise to obstruct our vision of these conditions, and it is but little less than a crime to permit the custodians of trust funds to invest the money of women and children, the insane, the weak, the dependent, and the helpless in securities that pending events might cause to be swept into wastebaskets of finance. "Riches have wings," and sometimes their wings are spread very rapidly. The value of the property of any sugar plantation must depend upon the ability of its manager to cause it to produce sugar at a profit, and his ability to do that must in turn depend not merely upon the productiveness of the land, but upon the rainfall, the cost of labor, coal, food supplies, freight, and the price of sugar. While there is probably no immediate danger of an open American market being accorded to sugar grown either in the Philippines or Cuba, yet it is unlikely that the United States will permanently establish or long continue a policy of levying an import duty upon sugar from the Philippines, or that it will long resist the importunities of Cuba for admission to an open market in the United States, either by reciprocity or by annexation.

It is getting to be well understood by everybody that the formal annexation of Cuba has merely been deferred by the preliminaries which were recently gone through with for the election of a set of officials for the Cuban Republic. Cuba will never have independence in the sense in which that term is ordinarily understood. The Platt amendment, which the Cubans have inserted in their constitution, has established an American protectorate over Cuba. Whether the so-called Republic exists one year or ten years, it can never have the same relations to the other nations of the world as have Mexico, Venezuela, Haiti, or any other of the states in its region. Under the Platt amendment Cuba's Government can never enter into a treaty with a foreign power which would tend to impair such independence as she will have under this stipulation, or allow any foreign power any lodgment in the island for colonization or any military or naval purpose; she can not contract any debt the interest on which could not be met by the surplus of her ordinary revenues over her expenditures. The United States has the right to intervene for the preservation of Cuban independence, for the maintenance of order, or for the discharge of the obligations with respect to Cuba imposed by the treaty of Paris on the United States; and for the protection of the Cuban people and for the defense of the United States interests the Cuban Government promises

to sell or lease to the United States lands to be agreed upon between the two Governments for military and naval stations.

These stipulations, of course, impose a condition of dependence upon Cuba from the outset. Cuba is a ward of the United States, and the people of Cuba, of the United States, and of the world know this. Some parts of the soil of Cuba the Stars and Stripes will remain flying after the formal transfer of sovereignty is made to the Cuban Government next May, June, or whenever else the transfer takes place. The military and naval stations will be occupied by the United States from the beginning of the existence of the Cuban Republic. The American flag will remain up in Cuba after Cuba theoretically takes its place among the family of nations. Even this technical independence will be comparatively short, for both the Cuban people and the people of the United States want annexation and know that it will come at an early day. Physically Cuba is part of the territory of the United States, and was so recognized by Jefferson long before Florida had been formally annexed to this country. Every American statesman of consequence since Jefferson's time has looked upon Cuba as an ultimate acquisition of the United States. The ceremonies which will be carried through with in Habana and other parts of Cuba in May or June, when the American flag will constructively be pulled down and the Cuban flag be technically run up, will be interesting and impressive on the surface of things; but the person who looks back of this stage and grasps the vital forces of political evolution which are at work on the American continent will see that all this acting is merely the prelude to the events which will raise the Stars and Stripes all over the island again, and which will keep it floating there forever.

Mr. L. V. de Abad, special Cuban commissioner and secretary of the Cuban delegation in Washington, very recently issued an open letter to Congress in which, after making an appeal for a generous tariff treaty with Cuba, he says:

The island of Cuba is to-day a military dependency of the United States; it is more than a territory, and to-morrow, when the Platt amendment becomes operative, although called a republic, it will, in view of that amendment, be less independent than it would have been under the autonomic constitution granted by Spain.

The degree of sovereignty enjoyed by Cuba is not to be compared with that enjoyed by Bulgaria or Servia, because these countries are protected by the treaty of Berlin, which secured the signatures of a number of powers, and the Republic of Cuba has no guaranty, save that bestowed by an act of Congress, which may be repealed by a subsequent act.

Both in Cuba and in the Philippines there are square miles of cultivated lands available for sugar where there are single acres of such lands in this Territory; and there are 20 available native laborers in Cuba and 50 available laborers in the Philippines for every white man and Japanese at work upon the plantations in these islands. Under the present conditions (leaving the work of beet development which is taking place in beet growing in the United States entirely aside) very soon take on a permanent lower range of prices for sugar seems more than probable. That with a lower price for sugar and an increase in a supply of cheap oriental labor many of the old-established sugar properties will pay smaller dividends, while some of the new ones will be compelled to discontinue operations, appears inevitable. What will be the value of a sugar property compelled to suspend? The American Sugar Company and Maunalei attest.

The evidence in regard to Waialua Agricultural Company is not as complete as I should like to have before me; but as further showing the remote, uncertain and speculative character of this alleged investment I may quote the evidence of Mr. E. D. Tenney, secretary of that company, as follows:

Q. How long before you calculate the company will pay dividends?—A. Well, that is a question that depends altogether on circumstances, on the condition of the sugar interests. So many factors enter into it I would not want to go on record as saying when it would pay dividends. If things are favorable dividends should be paid within two years; unfavorable, nothing will be paid; can't tell.

Out of a total area of 20,000 acres of land held by the company only about 2,500 acres of the cane land is owned by it in fee. The lands are leaseholds having an average term to run of about 45 years. The capital stock of the company fully paid is \$4,500,000.

According to Exhibit A attached to the annual report of the company, and taking its own figures, the company values its real estate at only \$706,809.20, or nearly a quarter of a million dollars less than its authorized bond issue. In the real estate valuation is not included the leaseholds, valued at (according to the company's figures) \$694,146.28, but it will hardly be contended that trust funds should be invested in that class of property. The company is indebted to its factors in a sum exceeding \$500,000, and it appears from the records in the case of *Soper et al. v. the Waialua Agricultural Company et al.* that a large number of the paid-up shares of the company were absorbed by the promoters. In regard to the McBryde Sugar Company we not only have the testimony heard by the master and the court in this matter, but also the benefit of the evidence heard by the master in regard to these bonds in the matter of the estate of Bernice P. Bishop, deceased, of which we have availed ourselves. The McBryde Sugar Company, Limited, was incorporated May 29, 1899, with a capital stock of \$3,500,000. The shares are of the par value of \$20 each and are now all paid up, with the exception of 9,300 shares, which are in the treasury of the company. The guardian seemed to lay some stress upon the fact that this stock was in the treasury of the company. He evidently overlooked the following provision under which this stock is excluded from the mortgage, to wit:

Excepting and reserving from this conveyance and the operation thereof all shares of the capital stock of the grantor, now or at any time hereafter, during the continuance of these presents, held or owned by it, the grantor, including all such stock, if any acquired by the grantor through sales thereof for delinquency in payment of assessments. The stock of the company according to the master's report is selling at 25 cents on the dollar.

The company has a bonded indebtedness of \$750,000, and is indebted to its factors on open account in about the sum of \$600,000. It has never paid a dividend, although it has been in existence three years, and Mr. Miller, who occupies a trusted and responsible position with the company, says; "I don't expect it will pay any dividends for three years any way, possibly longer." He also testifies that the books show the item of real estate to be \$1,082,194, and Exhibit D attached to the annual report of the company for the year ending December 31, 1901, shows this item to be \$1,272,387.53. As no valuation is placed upon the leaseholds as an item separate and distinct from the real estate, we must presume that they are included in the figures just given for

real estate or else that the company does not take them into account resources. This valuation can hardly be regarded as entirely independent and impartial, as it is the estimate of the borrower upon its own property; besides it must be remembered that this valuation is based upon the property as a sugar plantation capable of yielding a large return and can not be taken as a criterion of the value of the land if the property is abandoned as a sugar plantation.

Situated in the very heart of the plantation, between its Ellele and Koloa properties, is a lease of government land known as Kalaheo, which is a valuable stream. This lease contains 4,045 acres, and will expire on February —, 1909, a little less than seven years. According to the testimony of Mr. Miller, about 2,000 acres of this moribund lease is in cane, and as "it will be three years anyway, possibly longer before the company pays a dividend, it will be readily seen that as a basis of a loan for trust funds it is, aside from the inherent objection to leases, decidedly illusory, and in view of the demand, the clamor of American citizens in this Territory for homesteads, and the declaration of the President, which has been hailed as a benediction, that "we do not wish a region of large estates tilled by cheap labor; we wish a healthy American community of men who themselves till the farms they own," it may be treated as a foregone conclusion that the lease of Kalaheo will not be renewed, at least not for a rental of \$330 a year which the property now yields the government. It further appears from the evidence of Mr. Miller that—

the artesian wells put down developed salt in excessive quantities, so we had to abandon the wells, and then we tunneled for surface water, and obtained sufficient supply, more than sufficient for one pump.

Here we find a condition such as drove the American Sugar Company from cane planting to stock raising. And right here it may be stated as a most impressive fact that in the last report of the company to its stockholders not one word is said with reference to the salt in solution by the water from these wells. It is true that the witness speaks hopefully and confidently of the water which may be developed by tunneling and by impounding flood waters, but this method of serving water in these islands is experimental. The "oldest inhabitant" always has his story to tell of the "wettest winter and the driest summer" in his experience. When the success of an enterprise is dependent upon either "wind or weather" we ought to give the matter second thought before investing trust funds in it.

A number of reputable gentlemen have testified that they believe the bonds of this company to be good, and one, Mr. P. C. Jones, said that he would not hesitate to invest trust funds in them. It appears from his evidence that the bank with which Mr. Jones is connected has "handled" these bonds; but just how they were "handled" does not appear; whether as a matter of brokerage, or whether the bank loaned money upon them with a satisfactory margin to the seller, or maker of a note we do not know; at any rate it does not appear that any bank in this city now owns the bonds or has ever owned any of them, and in the case of every witness who testified and who has invested in these bonds it appears that his knowledge of the security is based upon actual inspection of the property but upon what others say about it, which we trace to interested sources. Mr. S. C. Allen, who

invested \$75,000 in the bonds and who is also a stockholder, when asked about the property said:

"I know something of it; I am not very familiar with it; I was down there—I have not been there since 1858. I killed off a herd of wild cattle about 1858 at Kalahele."

He further states that he never read the trust deed nor employed anyone to do so for him. Allen is the only witness who has testified to putting his own money into this enterprise. Mr. Kinney testifies that he borrowed \$50,000 upon these bonds from the acting president (John Lloyd) of the German Saving and Loan Society, of San Francisco, depositing as security \$50,000 of the bonds at par, and that the loan was afterwards extended for six months. Mr. Lloyd's loan was at the rate of 7 per cent; the bonds bear only 6 per cent. It is inconceivable that Mr. Lloyd would lend \$50,000 at 7 per cent upon a mortgage bearing only 6 per cent; but he had other security, to wit, the security afforded by the solvent maker of the note. Mr. Kinney also states that if this property is a failure as a sugar plantation, it can pay 5 per cent on \$500,000 as a stock ranch. The answer to that is, the company has contracted to pay not 5 per cent on \$500,000, but 6 per cent on \$750,000. Five per cent on \$500,000 would give the present bondholders less than 4 per cent on their investment.

This case is not one in which the trustee has made an investment of trust funds in a doubtful venture at a high rate of interest; but it is one in which he has made an investment of such funds at a low rate of interest in what seems to me to be a very doubtful venture. All of the witnesses, except Mr. Damon, state that first-class loans upon first real estate mortgage can be placed at from 7 to 9 per cent, and that the demand for such loans by borrowers is greater than the supply of money in the market. Mr. Damon, who could not state the current rate of interest, as "it varied," was requested to furnish the court with a list of loans made by his bank upon real estate mortgages from October, 1901, up to the present time. Such list was furnished and from that it appears that of 15 loans made by the bank of Bishop & Co. (Damon's bank) 13 were for 8 per cent, 1 was for 10 per cent, and only 1 was for 6 per cent.

Upon no possible theory consistent with his duty to his ward and with her rights can the investment made by this guardian be defended.

It is accordingly ordered that he be surcharged with the investment of \$27,000 in the bonds of the McBryde Sugar Company; with \$11,500, the investment made in the bonds of the Oahu Railway and Land Company; with \$4,000 invested in the bonds of the Waialua Agricultural Company, and that he be surcharged also with interest at 6 per cent on the sums, respectively, from the date of the said several investments.

And it appearing further that the interest of this guardian in this matter is in direct conflict with that of his ward, and said guardian having signified his intention to appeal from this order, it is ordered and adjudged that J. J. Dunne, esq., a member of the bar of this court, be, and he is hereby, appointed guardian ad litem of Annie T. K. Parker, a minor, with full power and authority to represent her as guardian ad litem on appeal.

A. S. HUMPHREYS,
First Judge.

Dated April 12, 1902.

EXHIBIT No. —. Testimony of A. S. Humphreys.

EXTRACT FROM SENATE COMMITTEE REPORT No. 1933, FOLIO 85

* * * the board of health appointed a committee consisting of three reputable contractors and builders, C. B. Ripley, F. J. Wilber, and John Ouderkirk, whose duty it was to examine, measure, photograph, and appraise the value of all buildings within the quarantined district, as well, also, any buildings elsewhere outside of the district ordered burned.

* * * * *

EXTRACT FROM RULE OF THE BOARD OF HEALTH.

If a building is in such an insanitary condition that it can not be by any means disinfected and put in a sanitary shape by the usual means other than fire, then it should be destroyed by fire. Second, buildings are considered by the board as not being insanitary, because of reason of their adjoining infected premises and being in such a condition that rats can easily pass from one building to another, we pronounce them to be infected with plague, even though a death does not occur in the premises, and therefore they are condemned to be destroyed by others in being destroyed by fire.

EXTRACTS FROM OFFICIAL DOCUMENTS RE FIRE CLAIMS

[Official resolution of the board of health.]

The premises (naming the location) having been inspected by the board, are, in the opinion of this board, insanitary, a source of filth, a cause of sickness, and are incapable of being rendered sanitary by fumigation or any other means, and that it is necessary for the health and safety that the buildings on same should be destroyed by fire, and that such destruction should be carried out forthwith.

* * * * *

EXTRACT FROM LETTER OF HON. S. B. DOLE TO PRESIDENT McK

On Saturday, the 20th instant, while the fire department was burning condemned buildings under orders of the board of health in the inner part of Honolulu, one of the spires of Kaumakapili church caught fire so high up that it was beyond the reach of the fire engines, and resulted in the total destruction of the church with the exception of the walls, which are brick, and the spread of the fire to neighboring buildings. The headway thus gained soon put the fire beyond the control of the fire department, and by half past three in the afternoon the greater part of Chinatown was destroyed. It has been the intention of the board of health to have burned the greater part of the buildings eventually, as a necessary measure for the suppression of the plague.

EXHIBIT —.—Judge Humphreys.

HAWAII'S "BLUE" LAWS—CONSTITUTION AND LAWS OF 1840—A PRACTICAL ILLUSTRATION OF THE MISSIONARIES' LOVE FOR THE HAWAIIANS.

CONSTITUTION.

It is our design to regulate our Kingdom according to the above principles and thus seek the greatest prosperity, both of all the chiefs and all the people of these Hawaiian Islands. But we are aware that we can not, ourselves alone, accomplish such an object. God must be our aid, for it is his province alone to give perfect protection and prosperity. Wherefore we first present our supplication to Him that He will guide us to right measures and sustain us in our work. It is therefore our fixed decree—

I. That no law shall be enacted which is at variance with the word of the Lord Jehovah, or at variance with the general spirit of His Word. All laws of the islands shall be in consistency with the general spirit of God's law.

II. All men of every religion shall be protected in worshiping Jehovah and serving Him according to their own understanding; but no man shall ever be punished for neglect of God unless he injures his neighbor or brings evil on the Kingdom.

III. The law shall give redress to every man who is injured by another without a fault of his own, and shall protect all men while they conduct properly, and shall punish all men who commit crime against the Kingdom or against individuals, and no unequal law shall be passed for the benefit of one to the injury of another.

IV. No man shall be punished unless his crime be first made manifest; neither shall he be punished unless he be first brought to trial in the presence of his accusers and they have met face to face, and the trial having been conducted according to law and the crime made manifest in their presence; then punishment may be inflicted.

No man or chief shall be permitted to sit as judge or act on a jury to try his particular friend (or enemy) or one who is especially connected with him. Wherefore, if any man be condemned or acquitted, and it shall afterwards be made to appear that someone who tried him acted with partiality for the purpose of favoring his friend (or injuring his enemy), or for the purpose of enriching himself, then there shall be a new trial allowed before those who are impartial.

EXPOSITION OF THE PRINCIPLES ON WHICH THE PRESENT DYNASTY IS FOUNDED.

The origin of the present Government and system of polity is as follows:

Kamehameha I was the founder of the Kingdom, and to him belonged all the land from one end of the islands to the other, though it was not his private property. It belonged to the chiefs and people in common, of whom Kamehameha I was the head and had the management of the landed property. Wherefore there was not formerly and is not now any person who could or can convey away the smallest portion of land without the consent of the one who had or has the direction of the Kingdom.

These are the persons who had the direction of it from that time down—Kamehameha II, Kaahumanu I, and at the present time Kamehameha III. These persons have had the direction of the Kingdom down to the present time, and all the documents written by them, and no others, are the documents of the Kingdom.

The Kingdom is permanently confirmed to Kamehameha III and his heirs, and his heir shall be the person whom he and the chiefs shall appoint, during his lifetime; but should there be no appointment then the decision shall rest with the chiefs and house of representatives.

PREROGATIVES OF THE KING.

The prerogatives of the King are as follows: He is the sovereign of all the people and all the chiefs. The Kingdom is his. He shall have the direction of the army and all the implements of war of the Kingdom. He also shall have the direction of the Government property, the poll tax, the land tax, the three days' monthly labor, though in conformity to the laws. He also shall retain his own private lands, and lands forfeited for the nonpayment of taxes shall revert to him.

He shall be the chief judge of the supreme court, and it shall be his duty to execute the laws of the land; also all decrees and treaties with other countries; all, however, in accordance with the laws.

It shall also be his prerogative to form treaties with the rulers of other kingdoms; also to receive ministers sent by other countries. He shall have power to confirm agreements with them.

He shall also have power to make war in time of emergency, when the chiefs can not be assembled, and he shall be the commander in chief. He shall also have power to transact all important business of the Kingdom which is not by law assigned to others.

RESPECTING THE PREMIER OF THE KINGDOM.

It shall be the duty of the King to appoint some chief of rank and ability to be his particular minister, whose title shall be Premier of the Kingdom. His office and business shall be the same as that of Kaahumanu I and Kaahumanu II, for even in the time of Kamehameha I life and death, condemnation and acquittal, were in the hands of Kaahumanu. When Kamehameha I died his will was: "The Kingdom is Liholiho's, and Kaahumanu is his minister." That important feature of the Government, originated by Kamehameha I, shall be perpetuated in these Hawaiian Islands, but shall always be in subservience to the law.

The following are the duties of the premier: All business connected with the special interests of the Kingdom, which the King wishes to transact, shall be done by the premier under the authority of the King. All documents and business of the Kingdom executed by the premier shall be considered as executed by the King's authority. Government property shall be reported to him (or her), and he (or she) shall make it over to the King.

The premier shall be the King's special counselor in the great business of the Kingdom.

The King shall not act without the knowledge of the premier, nor shall the premier act without the knowledge of the King, and the

the King on the acts of the premier shall arrest the business. All important business of the Kingdom which the King chooses to transact in person he may do it, but not without the approbation of the premier.

GOVERNORS.

There shall be four governors over these Hawaiian Islands—one for Hawaii, one for Maui and the islands adjacent, one for Oahu, and one for Kauai and the adjacent islands. All the governors from Hawaii to Kauai shall be subject to the King.

The prerogatives of the governors and their duties shall be as follows: Each governor shall have the general direction of the several tax gatherers of his island, and shall support them in the execution of all their orders which he considers to have been properly given, but shall pursue a course according to law, and not according to his own private views. He also shall preside over all the judges of his island, and shall see their sentences executed as above. He shall also appoint the judges and give them their certificates of office.

All the governors, from Hawaii to Kauai, shall be subject, not only to the King, but also to the premier. The governors shall be the superior over his particular island or islands. He shall have charge of the munitions of war, under the direction of the King, however, and the premier. He shall have charge of the forts, the soldiery, the arms and all the implements of war. He shall receive the government dues, and shall deliver over the same to the premier. All important decisions rest with him in times of emergency, unless the King or premier be present. He shall have charge of all the King's business on the island—the taxation, new improvements to be extended, and plans for the increase of wealth, and all officers shall be subject to him. He shall also have power to decide all questions and transact all island business which is not, by law, assigned to others.

When either of the governors shall decease, then all the chiefs shall assemble at such place as the King shall appoint, and shall nominate a successor to the deceased governor, and whosoever they shall nominate and be approved by the King, he shall be the new governor.

HOUSE OF NOBLES.

At the present period these are the persons who shall sit in the Government councils—Kamehameha III, Kekauluohi, Hoapiliwahine, Kuakini, Kekauonohi, Kabekili, Paki, Konia, Keohokalole, Leleiohoku, Kekuanaoa, Kealiahonui, Kanaina, Keoni Ii, Keoni Ana, and Haalilio. Should any other person be received into the council, it shall be made known by law. These persons shall have part in the councils of the Kingdom. No law of the nation shall be passed without their assent. They shall act in the following manner: They shall assemble annually for the purpose of seeking the welfare of the nation and establish laws for the Kingdom. Their meetings shall commence in April, at such day and place as the King shall appoint.

It shall also be proper for the King to consult with the above persons respecting all the great concerns of the Kingdom, in order to promote unanimity and secure the greatest good. They shall, moreover, transact such other business as the King shall commit to them.

They shall still retain their own appropriate lands, whether districts or plantations, or whatever divisions they may be, and they may conduct the business on said lands at their discretion, but not at variance with the laws of the Kingdom.

RESPECTING THE REPRESENTATIVE BODY.

There shall be annually chosen certain persons to sit in council with the nobles and establish laws for the nation. They shall be chosen from the people, according to their wish, from Hawaii, Maui, Oahu and Kauai. The law shall decide the form of choosing them, and also the number to be chosen. This representative body shall have a voice in the business of the Kingdom. No law shall be passed without the approbation of a majority of them.

RESPECTING THE MEETINGS OF THE LEGISLATIVE BODY.

There shall be an annual meeting as stated above; but if the nobles think it desirable to meet again they may do it at their discretion.

When they assemble, the nobles shall meet by themselves and the representative body by themselves; though at such times as they shall think it necessary to consult together, they may unite at their discretion.

The form of doing business shall be as follows: The nobles shall appoint a secretary for themselves, who, at the meetings, shall record all decisions made by them; and that book of records shall be preserved in order that no decrees affecting the interests of the Kingdom may be lost.

The same shall be done by the representative body. They too shall choose a secretary for themselves, and when they meet for the purpose of seeking the interests of the Kingdom, and shall come to a decision on any point, then that decision shall be recorded in a book, and that book shall be preserved, in order that nothing valuable affecting the interests of the Kingdom should be lost, and there shall be no new laws made without the approbation of a majority of the nobles and a majority of the representative body.

When any act shall have been agreed upon by them, it shall be presented to the King, and if he approve and sign his name, and also the premier, then it shall become a law of the Kingdom, and no law shall not be repealed until it is done by the voice of those who established it.

RESPECTING THE TAX OFFICERS.

The King and premier shall appoint tax officers and give them certificates of office. There shall be distinct tax officers for each of the islands, at the discretion of the King and premier.

When a tax officer has received his certificate of appointment, he shall not be dismissed from office without first having a formal trial, and having been convicted of fault, at which time he shall be dismissed. Though if the law should prescribe a given number of years as a term of office, it may be done.

The following are the established duties of the tax officers. They shall assess the taxes and give notice of the amount to all the people, so that they may understand in suitable time. The tax officers shall

assessment in subserviency to the orders of the governors and in accordance with the requirements of the law. And when the taxes are gathered, they shall gather them and deliver the property to the governor, and the governor shall pay it over to the premier, and the premier shall deliver it to the King.

The tax officers shall also have charge of the public labor done for the King, though if they see proper to commit it to the land agents it is well, but the tax officers, being above the land agents, shall be accountable for the work. They shall also have charge of all new business which the King shall wish to extend through the Kingdom. All business, however, they shall be subject to the governor.

The tax officers shall be the judges in all cases arising under the tax law. In all cases where land agents or landlords are charged with oppressing the lower classes, and also in all cases of difficulty between land agents and tenants, the tax officers shall be the judges, and also all cases arising under the tax law enacted on the 7th of June, 1839.

They shall moreover perform their duties in the following manner: Each tax officer shall be confined in his authority to his own appropriate district. If a difficulty arises between a land agent and his tenant, the tax officer shall try the case, and if the tenant be found guilty, then the tax officer, in connection with the land agent, shall execute the law upon him. But if the tax officer judge the land agent to be in fault, then he shall notify all the tax officers of his particular island, and if they agree, they shall pass sentence on him and the governor shall execute it. But in all trials, if any individual take exception to the decision of the tax officer, he may appeal to the governor, who shall have power to try the case again, and if exceptions are taken to the decision of the governor, on information given to the supreme judges, there shall be a new and final trial before them.

OF THE JUDGES.

Each of the governors shall, at his discretion, appoint judges for his particular island, two or more as he shall think expedient, and shall give them certificates of office. After having received their certificates, they shall not be turned out, except by impeachment, though it shall be proper at any time for the law to limit the term of office.

They shall act in the following manner: They shall give notice beforehand of the days on which courts are to be held. When the time specified arrives they shall then enter on the trials according as the law shall direct. They shall be the judges in cases arising under all the laws excepting those which regard taxation, or difficulties between land agents, or landlords and their tenants. They shall be sustained by the governor, whose duty it shall be to execute the law according to their decisions. But if exceptions are taken to their judgment, whoever takes them may appeal to the supreme judges.

OF THE SUPREME JUDGES.

The representative body shall appoint four persons whose duty it shall be to aid the King and premier, and these six persons shall constitute the supreme court of the Kingdom. Their business shall be to settle all cases of difficulty which are left unsettled by the tax officers and common judges. They shall give a new trial according to the con-

ditions of the law. They shall give previous notice of the time holding courts, in order that those who are in difficulty may appear. The decision of these shall be final. There shall be no further trial after theirs. Life, death, confinement, fine, and freedom from it all in their hands, and their decisions are final.

OF CHANGES IN THIS CONSTITUTION.

This constitution shall not be considered as finally established until the people have generally heard it, and have appointed persons according to the provisions herein made, and they have given their assent; then this constitution shall be considered as permanently established.

But hereafter, if it should be thought desirable to change it, notice shall be previously given, that all the people may understand the nature of the proposed change, and the succeeding year, at the meeting of the nobles and representative body, if they shall agree as to the addition proposed or as to the alteration, then they may make it.

The above constitution has been agreed to by the nobles, and have hereunto subscribed our names, this 8th day of October, in the year of our Lord 1840, at Honolulu.

KAMEHAMEHA III.
KEKAULUOHI.

LAWS OF THE HAWAIIAN ISLANDS.

CHAPTER I.—*An act pointing out the manner in which the laws shall be promulgated.*

The subjection of the people to the chiefs from former ages down to the present is a subject well understood, as is also a portion of the ancient laws. That subjection and those laws are not now, as a matter of course, continued, but there are at the present time many new laws which it is well that all the people should become acquainted with. There is no way to make them thoroughly understood except by printing them; wherefore in a council of the government the following acts were passed.

1. Hereafter no law of the Kingdom shall take effect without having been first printed and made public.

2. Copies of the law shall be delivered to all the following persons: To all nobles belonging to the council; to each of the representatives of the people; to each of the judges; to each of the officers; to each of the police officers; and should a Hawaiian newspaper be published, it shall be published in that, and consuls of foreign countries shall be furnished with ten copies each.

3. Should the purport of any law not be understood, or should the judges be in doubt for want of clearness in the law, they may in any case ask explanation of the supreme judges, who will make known the true exposition.

Should any two laws be at variance with each other, then the law bearing the latest date is the one in force.

This law having had the sanction of the house of nobles, we have hereunto set our name this 2d day of November in the year of our Lord 1840, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER II.—*Of the representative body.*

In accordance with the requirements of the constitution, certain persons will be chosen to sit in council with the nobles. For the present they shall be chosen in the following way, but at some future period the number will be increased, though not now:

1. Two persons shall be chosen from Hawaii, two from Maui and adjacent islands, two from Oahu, and one from Kauai.
2. The choice shall be made as follows: Whosoever pleases on the island of Hawaii may write to His Majesty, mentioning the names of the two persons of wisdom whom he chooses to sit in council with the nobles. They may write in the following form:

His Majesty KAMEHAMEHA III:

The object of our writing this letter is to inform Your Majesty of certain persons on this island of Hawaii whom we consider men of wisdom and prudence.

The name of the first is _____.

The name of the second is _____.

It is our desire that these two persons should sit in council with the nobles the present year. By us,

The above letter, when written, may be circulated among the people, and all who are pleased with those men may put their names. And even should there be many such letters written it will be well, for the person who has the most names in those letters will be the person chosen and be the representative from Hawaii.

In these ballot letters there may be a great number of signatures to the same letter. The names of all who vote will be counted, and the persons having a majority will be the ones who are chosen.

The elections shall be conducted in the same manner also on Maui, Oahu, and Kauai.

3. Should any man forge another's name as a signature to a letter written as above, or should anyone write his own name twice, or should one write the name of another without his approbation, he shall be fined \$10 for every name thus criminally written.

4. As soon as His Majesty the King ascertains the names of the persons who are chosen, the premier will then write and inform them of the day and the place of meeting of the legislature, that they may be in a state of readiness.

5. All the expenses of the representatives in going to and returning from the meeting shall be paid by the government, and also all expenses while in attendance.

This edict having been passed by the house of nobles, we have herewith set our names, this 2d day of November, in the year 1840, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER III.—*An act to regulate the taxes.*

There is much in this law which does not relate directly to assessment and taxation. A portion of it is merely explanatory, a portion applies directly to taxes, another portion applies to labor, another portion applies to the former prohibitory system, a portion is direct law. That part which simply disapproves of certain evils is instruction. If a penalty is affixed, that is absolute law.

1. *Respecting the poll tax.*—There shall be two forms of taxation in the Hawaiian Kingdom. The one a poll tax to be paid in money, the other a land tax to be paid in swine; or these shall be the standard taxation, though in failure of these articles other property will be received. The amount of poll tax shall be as follows: For a man, \$1.00; for a woman, 50 cents; for a boy, 25 cents; for a girl, 12½ cents.

This is the ratio of taxation for adults and children above 14 years of age; but feeble old men and women shall not be taxed at all. In the back part of the islands, where money is difficult to be obtained, arrowroot will be a suitable substitute; thirty-three pounds of good arrowroot will be taken for a dollar. Cotton also is another suitable article; 16 pounds will be accounted equal to a dollar. Sugar is another suitable article; also nets. If any individual do not obtain the money at the time when every man is to pay his taxes, and if he do not obtain arrowroot, nor sugar, nor nets, until the specified months for payments are passed, viz, October, November, and December, and if the last days of December have passed, then every man shall be fined the value of \$2 (if this tax is not paid), and the same rates of increase shall be observed in relation to those whose taxes are less than that of a man. The fine shall be paid in some property that can be sold for the value of \$2, but not in property subject to immediate decay or decay.

2. *Land tax.*—The following is the rate of taxation for plantations and farms including plantations. There shall be no state, county, town, and district tax, but only the following: A large farm, a swine 1 fathom long; a smaller one, a swine 3 cubits long; a very small one, a swine 1 yard long; if not a fathom swine, then \$10; if not a 3-cubit swine, then \$7.50; if not a yard swine, then \$5.

If neither a fathom swine nor \$10, then 2-yard swine, or, if failing these, then four 1-cubit swine, or if not these, then some other property of equal value with a fathom swine. Or, if none of these, then inquiry shall be made both of the landholders and landlords, and he whose fault shall be dispossessed of this right in the land. Or, if the fault is common to the landlord and tenant, then they shall have three months to put the land in good order, at which time they all shall leave it. For in that case it appears that the land was truly valuable, but the landlord and tenant neglected to pay the taxes. This is doing real damage—it is downright laziness. In the same manner as the persons are fined and then dispossessed, so also shall those persons be fined and dispossessed who hold small farms included in larger ones.

But those plantations which have no farms in them, under the direct taxation of particular chiefs, and have never had during the remembrance of any of the people now alive, they shall be taxed as follows in this new assessment: A large plantation, 2-fathom swine; a smaller one, 1-fathom swine; a very small one, a 3-cubit swine.

The above shall be the conditions of taxation and dispossession of farms.

It is furthermore added, for the purpose of clearness and equality in taxation, that if the tax officer and the owner of the swine do not agree as to the size of the swine, then the tax swine shall be weighed, and a fathom swine shall be considered as weighing 333 pounds, a 3-cubit swine 250 pounds, and a yard swine 167 pounds. In the system of taxation this shall be considered as the regular weight of all tax swine.

If the weight of a swine shall exceed that which is prescribed for a fathom, 3-cubit, or yard swine, then the tax officer shall pay for

less above the proper weight; and so also if the weight of the swine is short of what is prescribed in the law the land agents shall pay the deficiency.

Furthermore, the governors of the several islands shall notify His Majesty the King of all the lands which are annually forfeited, and shall give them out again at his discretion, or lease them, or put them in the hands of those who have no land, as he shall think best.

Of the labor tax.—Hereafter a tax in labor shall not be required every week of the month. On two weeks labor shall be done for His Majesty the King and also the landlords, and two weeks the people shall have wholly to themselves. The first week in the month the people shall work two days for the King and one for the landlords; the second week in the month they shall work one day for His Majesty the King and two days for the landlords, and the next two weeks the people shall have to themselves. But if there be important public work to be done, which is for the benefit of the people at large, then there shall be twelve working days. The people shall work three days each of those weeks which belong especially to themselves, and when the work is finished or ended then that kind of labor is at an end; but regards such kinds of labor as are merely for the private interest of chiefs or owners of counties, towns, districts, plantations, and farms, and even including the King, shall take the benefit only of his own particular days in the week and the people shall work only on Friday, or sometimes on Thursday, for the landlords, and the landlords shall be exact to observe their particular days. And so also the tax officers shall be particular to appropriate only the King's days to his labor. If the landlords or inferior chiefs see proper to appropriate their days for the benefit of His Majesty the King in the performance of any particular labor, then the King shall return as many days' labor as he has received from them. In the same way there may be an exchange of days with the common people.

If the King is in particular need, or landlord, it will not then be proper for the people to refuse to exchange days. They shall exchange, and on the above conditions, though any man may refuse to exchange when it is of special disadvantage to himself.

The same privilege shall also be given to the people. Whenever they are in straitened circumstances and shall wish to be absent from the Tuesday or Friday labor, they may then exchange with the tax officers or landlords, and it shall not be proper for them to refuse; though if any man should be guilty of downright deception and should in reality be in no straits, that shall be considered as absenting himself from a day's labor.

Those landlords and chiefs who are guilty of appropriating to their own use the labor of the people on days which do not belong to them, and do not return an equal number of days to the people therefor, shall be fined. The tenants shall be freed for six months from working for their chiefs who have thus treated them.

The following also is the fine of those who do not go to the public labor of the King and landlords: A half a dollar for each man. If a man arrive on the ground at dinner time, a fourth of a dollar shall be the fine; or if the man do not arrive till after the falling of the signal for commencing at 7 o'clock, he shall be fined an eighth of a dollar. If the failure be on the King's day, the fine shall be paid to the King; if on the landlord's day, it shall be paid to the landlord. Tenants, subtenants, and

cultivators of small lots shall all pay to the landlords of their particular farms or plantations. So also headmen of states, counties, townships, and districts shall receive from their particular tenants, subtenants, and cultivators of their lands. But tenants of those lands who have not been subject to private taxation shall pay only to the King in case of absence from public labor.

When public labor is to be done of such a nature as to be a common benefit to King and people, and therefore twelve days in a month devoted to labor, then all persons, whether connected with the land or not, and also all servants shall go to the work or pay a fine of half a dollar. Those also shall go who have been freed by the payment of \$9 a year, and all who have been freed by their masters, having paid a fine of half a dollar a day.

They shall not go, however, on the King's day nor on the landlord's day, but merely on those days belonging to themselves.

At the period when the taxes are collected, according to the notice given by the tax officers, during those days there will be no field labor required, neither by the King nor by the landlords, nor until the tax officers give notice of the same. The labor of the people during those days will be to carry their taxes to the place directed by the tax officers.

But all persons who are sick and those in attendance on the sick shall, on the examination of the tax officers, be freed from the fine for nonattendance on the labor days.

He that absents himself without giving previous notice shall be fined half a dollar. He that gives previous notice shall pay but five cents.

If any man wish to be entirely freed from public labor, he may go to the landlord and pay nine dollars, four and a half for the King and four and a half for the landlord, and then the man shall be entirely free and shall not be required to go to the labor of the King nor to that of the landlords.

Those feeble old people who are freed from the yearly tax shall also be freed from the yearly labor of the landlords, King, and all kinds of public labor.

Let all those who are called landlords and governors and tax officers consider well what kinds of produce are suited to each particular land and to all the lands from one end of the island to the other. And they shall give special charge on this subject to the tenants of the lands, so that they may cultivate extensively all such articles as shall be profitable. The landlords shall derive their profit and loss from their own days only, and so also the King shall derive his profit and loss from his days only. And the people shall derive their profit and loss from their days. But the landlords shall strive to stimulate the people to such kinds of labor as shall be profitable to the country.

It is furthermore specified that on all days of labor there shall be two seasons of rest for the laborers; one at breakfast time, the other at dinner. If one should remain idle while the rest are at work, his absence shall be two days' work at some other labor. But men shall not be fined unjustly. Those that are really idle and lazy shall be fined. At three o'clock the labor shall cease; and then if the people wish to remain and hear the reading of the laws, it shall be at their option to do it or not.

4. *Respecting parents who have numerous families, and also respecting the infirm.*—Those parents who have a number of children

two or more, and neither of the children supported by their friends, if some are thus supported and three remain, those parents sustain heavy burden, and therefore the father shall not go to the field on any days to work for the King, and they shall pay no poll tax on the year when the half dollar is required, but on the year when the full dollar is required they shall pay a half tax.

These are the rules for those having three children. But it shall be proper for any man to adopt the child of another for the purpose of avoiding the labor tax. He may, however, adopt the children of his deceased relations and friends when the children are thus left orphans.

If any parent have four children, and neither of them adopted by another, then that parent shall not go to the public labor, neither for the King nor for the landlords, nor shall they pay any poll tax.

If any parent have five, six, or more children, whom they support, whether of them being separated from the family, or if some do live separate from the rest, and five or six more remain, then those parents shall by no means be required to pay any poll, land, or labor tax until their children are old enough to work, which is at fourteen years of age. Then, for three years the boy shall pay a fourth of a dollar per year—the seventeenth and eighteenth years he shall pay half a dollar. After the eighteenth year he shall then for two years pay three-fourths a dollar, and after he is twenty he is then an adult. The same rate shall be observed in relation to girls, they being adults when they arrive at twenty years of age.

The burden of parents who have numerous families may be further relieved, and their circumstances be rendered more pleasant, by increasing the size of the farms.

Furthermore, whenever a single individual has a large number of invalids living at his house, amounting to as many as four, he shall inform the tax officers thereof, and if he perceive that the man is really burdened, then he shall neither go to the public labor of the King nor to that of the landlords. He shall take good care of them, and the amount of his land shall be increased in order that they may be supplied with food; and on the year when the poll tax is a dollar he shall pay but half a dollar, and when the tax is half a dollar he shall pay nothing until some of the invalids are gone and he is relieved. When he shall pay taxes and go to the public labor also, provided he is wholly relieved. And here is a word of advice for industrious landlords, tenants, landlords, subtenants, servants of chiefs, persons having no land, and vagrants. According to this book, it is best to have one, and one only, fixed business, and to engage in it with high hopes in Him who aids us by the rain from heaven. Such a course would be a benefit to all who live and labor in our kingdom.

Respecting idlers.—As for the idler, let the industrious put him to shame, and sound his name from one end of the country to the other. And even if they should withhold food on account of his idleness, there shall be no condemnation for those who thus treat idlers.

If a landlord or a chief should give entertainment to such a sluggard, he would thereby bring shame on the industrious. For three months the tenants of him who thus entertains the sluggard shall be freed from labor for their landlord. Such is the punishment of him who befriends the sluggard. Let him obtain his food by labor.

6. *Respecting applications for farms, forsaking of farms, disposing of farms, and the management of farms.*—No man living on a farm whose name is recorded by his landlord shall, without cause, desert the land of his landlord, nor shall the landlord causelessly dispossess his tenant. These are crimes in the eyes of the law. If any portion of the good land be overgrown with weeds, and the landlord see that it continue thus after a year and six months from the circulation of this law of taxation, then the person whose duty it is shall put it in place which he permitted to grow up with weeds under a good state of cultivation, and then leave it to his landlord. This shall be the penalty for all in every place who permit the land to be overrun with weeds. The same rule shall apply to sublandlords and subtenants.

But if any man be in straitened circumstances, wishes to leave a farm, or if he have business in another place, this is the course he shall pursue: He shall first give notice to his landlord, and having informed him, he shall then put the farm in as good a state as he found it, after which he may leave it.

Landlords, oppress not your tenants; condemn them not without cause while they continue to do well. If a land agent do thus to his tenants, and dispossess them without a crime on their part, he shall pay a fathom swine to his tenant, and the tenant shall not be dispossessed. Wherefore, ye landlords, land agents, and sublandlords do not thus to your subtenants—take not causelessly from them the products of their lands, nor their domestic animals, nor any other article which is not given you. All the avails of your own work and days are yours. There is no penalty for the landlords who condemn themselves to that right.

Furthermore, let every man who possesses a farm in the Hawaiian Kingdom labor industriously with the expectation of thereby securing his own personal interest, and also of promoting the welfare and peace of the Kingdom.

Those men who have no land, not even a garden nor any place to cultivate, and yet wish to labor for the purpose of obtaining the objects of their desire, may apply to the land agent or the governor or the King for any piece of land which is not already cultivated by another person, and such places shall be given them. The landlords and King shall aid such persons in their necessities, and they shall not go to the field labor of the King and landlords for the term of three years, after which they shall go. But if neither the landlords nor King render them any aid until they bring such uncultivated ground into a good state of cultivation and they eat of the products of the land without any aid, then they shall not for four years be required to go to the field on the labor days of the King nor of the landlords. After the four years they shall go to the field and also pay taxes. But the poll tax they shall always pay.

If any landlord wishes to transfer or lease any portion of his field or uncultivated grounds and the land agent objects, he has a right to do so if he designs to cultivate it himself; but if he waits a year and does not do it then the objections of the land agent become groundless and he shall pay all the loss sustained by the landlord in consequence of his objections.

It is furthermore recommended that if a landlord perceive a considerable portion of his land to be unoccupied or uncultivated and yet suitable for cultivation, but is in possession of a single man, that

landlord divide out that land equally between all his tenants; and if they are unable to cultivate the whole then the landlord may take possession of what remains for himself and seek new tenants at his discretion.

7. Of residuum lands.—All residuum lands which have been separated by the chiefs as residuums from the main plantation, district, or estate are now to be restored to that portion of land to which they formerly belonged. Let the occupancy and business of each State, district, plantation, and farm be clear and distinct, each by itself. Let no one take that which belongs to another, for this is the statute in relation to such persons. If anyone takes the residuum which belongs to another, then the farm of him who took the residuum shall be given to the owner of the residuum. Such is the penalty of those who seize residuums; their farm shall be given to those whose residuums were seized.

This edict does not apply to those pieces of ground which have been already appropriated as building lots and house yards; nor does it apply to those pieces of ground which have been set apart as the royal demesne lands, for such divisions were not taken as residuums. Nor does the edict apply to places which have been taken by the chiefs for the public interests of the King. Residuums proper, which were taken as such, are the only ones to be restored, not, however, those residuums which were taken previous to the country's becoming subject to Kamehameha I.

On Hawaii these are the residuums to be restored, those which have been seized since the battle of Mokuohai; on Maui, all that have been taken since the battle of Kauwaupali; on Oahu, all since the battle of Nuuanu; on Kauai, all since the friendly meeting of Kaumualii, with Kamehameha I on shipboard. But possessors of house lots that are like farm gardens must aid the owners of the farms from which they were taken in payment of the yearly tax.

8. Of free and prohibited fishing grounds.—(1) *Of free fishing grounds.*—His Majesty the King hereby takes the fishing grounds from those who now possess them, from Hawaii to Kauai, and gives a portion of them to the common people, another portion to the landlords, and a portion he reserves to himself.

These are the fishing grounds which His Majesty the King takes and gives to the people: The fishing grounds without the coral reef, the Kilohee grounds, the Luhee ground, the Malolo ground, together with the ocean beyond.

But the fishing ground from the coral reef to the seabeach are for the landlords and for the tenants of their several lands, but not for others. But if that species of fish which the landlord selects as his own personal portion should go on to the grounds which are given to the common people, then that species of fish, and that only, is tabooed. If the squid, then the squid only; or if some other species of fish, that only and not the squid. And thus it shall be in all places all over the islands: if the squid, that only; and if in some other place it be another species, then that only and not the squid.

If any of the people take the fish which the landlord taboos for himself this is the penalty—for two years he shall not fish at any fishing ground. And the several landlords shall give immediate notice respecting said fisherman that the landlords may protect their fishing grounds lest he go and take fish on other grounds.

If there be a variety of fish on the ground where the landlord takes his particular fish, then the tenants of his own land may take the but not the tenants of other lands, lest they take also the fish tabooed by the landlord. The people shall give to the landlord one-third of the fish thus taken. Furthermore, there shall be no duty whatever be on the fish taken by the people on grounds given to them, nor shall any canoe be taxed or tabooed.

If a landlord having fishing grounds lay any duty on the fish taken by the people on their own fishing grounds the penalty shall be as follows: For one full year his own fish shall be tabooed for the tenants of his own particular land, and notice shall be given of the same so that the landlord who lays a duty on the fish of the people may be known.

If any of the landlords lay a protective taboo on their fish, when the proper fishing season arrives all the people may take fish, and when the fish are collected they shall be divided—one-third to the fishermen and two-thirds to the landlord. If there is a canoe full, one-third shall belong to the fishermen and two-thirds to the landlord. If a landlord seize all the fish and leave none for the fishermen the punishment is the same as that of the landlords who lay a duty on the fish of the people.

If, however, there is any plantation having fishing grounds belonging to it but no reef, the sea being deep, it shall still be proper for the landlord to lay a taboo on one species of fish for himself, but on one species only. If the parrot fish, then the parrot fish only; but if some other fish, then that only, and not the parrot fish. These are enactments respecting the free fishing grounds and respecting the taking of fish.

(2) *Respecting the tabooed fishing grounds.*—Those fishing grounds which are known by the people to have shoals of fish remaining until the proper season for fishing, be placed under a protective taboo of the tax officers for the King. The fishing grounds on Oahu thus protected are: 1, Kalia; 2, Keehi; 3, Kapapa; 4, Māeakuli; 5, Pahihi. On Molokai as follows: 1, Punalau; 2, Ooia; 3, Kawai; 4, Koholanui; 5, Kaonini; 6, Aikoolua; 7, Waiokama; 8, Heleiki. On Lanai, the bonito and the parrot fish. On Maui, the kuleku of Honuaula and other places. On Hawaii, the albacore. On Kauai, the mullet of Huleia, Anehola, Kahili, and Hanalei, the squid and fresh-water fish of Mana, the permanent shoal fish of Niihau, and all the transient shoal fish from Hawaii to Niihau, in sufficient quantity to fill two or more canoes, but not so small a quantity as to fill one canoe only. But if the fishermen go and borrow a large canoe that all the fish may be put into one, then there shall be no duty upon them.

On the above conditions there shall be a government duty on all transient shoal fish of the islands. The tax officer shall lay a protective taboo on those fish for His Majesty the King, and when the proper time for taking the fish arrives, then the fish shall be divided in the same manner as those which are under the protective taboo of the landlords.

If the tax officer seize all the fish of the fishermen, and leave none for those who take them, then he shall pay a fine of \$10, and shall have nothing more to say respecting the royal taxes. But if the order

izing all the fish of the fishermen was from the governor, then he shall no longer be governor, though he may hold his own lands, and a tax officer shall not be turned out of office. At the proper time a tax officer may lay a protective taboo on all the King's fish and the landlords all around the island. But it is not proper that the officer should lay the taboo for a long time. The best course is for the officer to give previous notice to the fishermen, and then the common people and the landlords to fish on the same day. Thus the rights of all will be protected.

But no restrictions whatever shall by any means be laid on the sea about the reef, even to the deepest ocean, though those particular fish which the general tax officer prohibits and those of the landlords which swim into those seas are taboo. The fine of those who take prohibited fish is specified above.

Advice to the governors and landlords.—It shall be the duty of those whom the King gives lands to see that they do not establish other landlords under themselves, but over the people. Let that business come to an end. The establishing of a multitude of landlords over the tenant; the traveling of the people a great distance to the work of their landlords, and thereby leaving all the affairs of their lands in bad condition; the harboring of a multitude of sluggards, and women, who do nothing, the chiefs and the landlords grinding their tenants; the making of feasts by higher ranks, for the purpose of getting the property of the poor; the taxing of those people who desire to do business with their landlords, and that, too, by the district and landlords, and without any fault on the part of the people, the landlords urging the people to trade contrary to their wishes; the unequal punishment of criminals by the judges—the proper name for those things mentioned in this section is thievish seizure, unjust oppression, imposing unjust burdens, avarice. These are the wealth-destroying acts which impoverish the Kingdom. This conduct of the governors and heads of districts and chiefs shall cease. Let no criminal act of this kind be done hereafter, for, lo, these are the blasts of the land. Let none of the landlords under the King and none of the land agents or their men do any of all the things forbidden in this law. If anyone of the persons spoken of in this edict do any of the things forbidden in this law, he shall pay all damages sustained by him to whom he does damage, and if he continue to do thus his fine shall be that he shall no longer be a landholder in these islands, and he shall be fined to half the amount of the property which was sought. Such is the fine of those who set aside the directions of this section.

The business of the governors and land agents and tax officers of the royal tax gatherer is as follows: To read frequently this law to the people on all days of public work, and thus shall the landlords do in the presence of their tenants on their workings days. Let everyone improve his own land in a good state, with proper reference to the welfare of his body, according to the principles of political economy. The man who does not labor enjoys little happiness. He can not obtain any great good unless he strives for it with earnestness. He can not make himself comfortable, not even preserve his life, unless he labor for it. If a man wish to become rich, he can do it in no way except to engage with energy in some business. Thus kings obtain kingdoms by striving for them with energy." The divine teacher said

to our first ancestors thus, "In the sweat of thy face thou shalt eat bread," and that is the business of those most particularly spoken of in this law. Reflect well on the meaning of the words spoken herein.

10. *The business of the chiefs the present year.*—On the first year after the promulgation of this law it shall be the duty of the chiefs under His Majesty the King to read frequently what is herein written and reflect well on the meaning of this new law of the Kingdom, and search out encouragement for the people to labor with the animation and hope that the sweat of the face will obtain its due reward; to sustain the requirements of this law in order that the Kingdom itself may be regenerated; to select suitable times to be devoted to seeking the welfare of the officers of the Kingdom, and your own also, and that of the landlords and common people, together with that of strangers who are permitted to dwell in these islands, that they may prosper and be happy. This is the business for which you should meet for consultation: to promote the welfare of the industrious and of others; to discipline those lazy persons who live in hordes around you, through whom heavy burdens are imposed upon your laboring tenants; to look up agents capable of acting according to the requirements of this law and tax officers, both to aid the general tax gatherer, and to act upon your own particular lands; to place your children and young brothers in the high school of the nation; to seek for a higher kind of prosperity than that which we have heard existed under the reign of Kamehameha I, when the old man and woman, with the child, could sleep safely in the highway; to remove the ignorant land agents and those officers who tax the people unjustly—from which causes the people are oppressed and the Kingdom impoverished; to put an end to every thing which is at variance with this law; to cherish every thing which will drive away the enemies of these islands; to put an end to your covetousness, by which the poor are dispossessed of that which is lawfully their own; to treat with kindness those who devote their strength to labor, till their tattered garments are blown about their necks, while those who live with you in indolence wear the costly apparel, for which the industrious poor have labored. Wherefore have compassion upon them in accordance with the requirements of that covenant to which you have sworn: "Love thy neighbor as thyself." Let the chiefs reflect well on these duties in order that they may perpetuate their ranks as chiefs on these islands. Scatter your people about upon the lands, that they may cultivate them and become rich. Thus will their good will to us be increased, and thus the people of the Kingdom will be eased somewhat of their burdens.

11. *Duties of the tax officers.*—On the first year after the publication of this law, these shall be the duties of the tax officers which the governors appoint to aid the general tax gatherer: The general tax gatherer shall instruct the agents of states, counties, districts, plantations, and farms, that they all labor faithfully on the public labor of the King to grow that kind of produce which is best suited to the particular land in every part of the islands; though cotton is a production which is considered by this law as very important. Let it be planted in abundance as a new source of wealth to these islands. That is a third article in which taxes will be received, of which the tax officer shall give universal notice. In the same manner he prompts the people in relation to the money tax for the poll, and

tax for the land, so also he shall prompt them in relation to the growth of the cotton. Other kinds of produce may be cultivated at the discretion of the officers and people. If they are industrious their profits will be realized. Let the tax officers see that the taxes are assessed in strict accordance with the requirements of this law; let them enumerate the people, male and female, together with the children, who pay the yearly tax, and make a separate enumeration of all men and women and those children who do not pay the taxes; let them take a yearly account of the deaths and births, by which it may be ascertained whether the people of the Kingdom are really increasing in numbers or not, and by that means the amount of taxes can be known.

Furthermore, ignorant persons shall be no longer employed, neither as tax officers nor as land agents, for that is a means of oppressing the people and making them poor, they being so accustomed to impose taxes at will and receive the property of others without pay. This is perhaps the reason why the people at the present time are so lazy and work so feebly.

Landlords, to whom lands are given in charge, no longer rule over tenants in ignorance, lest the tax officers, being enlightened in the principles of this book, nullify your title as landlord and we give the lands to those who are ready to aid the feeble portions of the community. The ignorant shall receive their proper reward, poverty, and the lands shall be given to other lords. This penalty, poverty, shall be the reward both of chiefs and people if they act in reality contrary to the above.

The business of females.—This is the appropriate business of all females of these islands—to teach the children to read, cipher, and write, and other branches of learning; to subject the children to good moral and school laws; to guide the children to right behavior and to keep them in schools, that they may do better than their parents. But if the parents do not understand reading, then let them commit the education of their children to those who do understand it, and let the parents support the teacher; inasmuch as they feel an interest in their children, let them feel an interest in the teacher, too. But if any woman do not conduct according to the requirements of this section, let her return to the labor of her landlord, as in former times, to her labor, however, as is appropriate to women. The tax officer will see to and manage this business.

Of laying new restrictions.—All the governors are hereby forbidden to lay new burdens of their own inventions on the lands. When you condemn anyone unjustly, do not lay the blame on the laws of the Kingdom, and when you lay the grievous burdens on the people, do not cast the blame on His Majesty, the King, nor on the law; do not behave thus, lest even the country people rise up before you and rebuke you the meaning of this book. Wherefore execute none of your own peculiar plans unless the King first subscribe his name to what you wish to say to the people. The proper course is when any governor perceives that some new crime is becoming prevalent, or perhaps makes some discovery which may be of value to the Kingdom and to the people, if carried into execution, for him then to give notice of his discovery to all the governors, and when they signify their approbation, then present the same to the King, and if he suffix his

name, then it becomes a law of the Kingdom, for it is much better to execute such plans as will not be condemned by any of the sections of this law, that plan having been formed for the benefit of the Kingdom and been unanimously approved.

But those governors, land agents, landlords, and chiefs who set aside the edicts of this book which regulate the taxes of the whole Kingdom and pursue a course unjust, burdensome to the poor, and oppressive to those who labor in employments to increase your wealth, a course to render destitute those who patiently endure fatigue and the scorching rays of the sun, who pretend that your oppression of the people is in accordance with the Word of God; who punish the crimes of the lower classes in a manner at variance with the meaning of the law; who lay taboos on those employments by which the people seek to enrich themselves, especially if you perceive that a number of men are engaged in the same employment, and make it profitable, then you monopolize it to yourselves and forbid any to engage in it unless they pay a tax to you; who lay unequal taboos to enrich one class while they impoverish others who should be equally enriched while they labor well; those agents of the general tax gatherer who compel the people who are destitute of money and pork to pay their taxes in articles which do not grow upon the land, and the compelling the people to go a great distance to labor for their landlords; whosoever of you do any of the things forbidden in this section he shall pay all damages and if he persevere in such a course he shall forfeit one-third part of all his lands. If he afterwards continue to pursue the same course he shall forfeit another third, and if he continue still, he shall forfeit the remainder. [See the eleventh section.] These lands thus forfeited the King will give to those industrious persons who conform to the law. Such shall be the punishment of those high-minded persons who set aside the requisitions of this law respecting the property of the Kingdom.

Furthermore, those country people who search for knowledge, wherever they may be and in whatever part of the kingdom, if they write to me or my premier, and we perceive that their proposition is a good one, it shall then be adopted as a statute of the kingdom. The governors and the King, too, will suffix their names to the writing. We will also promote such seekers after knowledge to higher stations and make them officers in their various places. And such persons shall receive one-tenth part of the King's income at their station, and one-tenth part of the land agent's income. Such is the reward which His Majesty offers to all in the kingdom who act as above, and they shall moreover be admitted to the council of the nation.

Furthermore, whoever of the country people engages vigorously in any new employment not practiced in this country before, and which prove to be a valuable business to the nation and to those who engage in it, and if it was previously unknown, then this is the decision in relation to such a man. He shall be freed from public labor on the labor days, both of the King and of the land agents, and from public labor of the kingdom. He shall pay no yearly money tax, and the King will give \$10 to the man who thus searches out a new business, provided the business be continued. Such is the reward which His Majesty the King offers to all who search out a new employment in any part of the kingdom of the Hawaiian Islands.

14. Respecting the descent of lands to heirs.—Be it furthermore enacted in relation to lands which Kamehameha I and Kamehameha II gave to land agents, that after the publication of this law respecting taxation, whenever any one of those land agents dies his heir shall render an account to His Majesty the King of the lands which belonged to the deceased, and these shall return one-third of those lands to the King. According to this rule all the lands, whether few or many, of every man who dies shall be divided. But if two months elapse after the death of any person and the heir neither present himself before the King nor send a written notice, then the lands of the heir shall be divided equally. Hereafter the lands of all heirs shall be divided thus when the King is not notified. If the deceased, however, had but one farm, that shall descend to his heir. If he had two farms, then one-half of one of them shall revert to the King. From this time forth the King and his premier must be informed of all bequests of lands and whatever relates to the heirs. But if the deceased have no heir at all, then his land and all his property shall be the King's. Thus it is ordained in relation to the land agents of His Majesty the King and also in relation to the land agents under them over the common people. But the lands of orphans, widows, and old men shall be protected by the land agents; let not the heirs, however, among the common people forget the directions of their landlords.

If anyone spoken of in this law seize the land of lawful heirs which is protected by this law, the punishment shall be as follows: Two-thirds of the income of said land obtained by the new landlord in a year shall be delivered to the heir, and it shall be thus delivered each year for four successive years, and then the land shall belong to the new landlord. The fine shall be the same for those who apply to the King for lands occupied by heirs of the deceased, though if the heir do better than the deceased his third shall not be restored to the King. And if the deceased person have children of his own, then the King will not take the third, nor the third of him who does better than the deceased person. But if that heir had been enriched by previously being heir of another chief, the King will then take the third.

15. Of the division of water for irrigation.—In all places which are watered by irrigation those farms which have not formerly received division of water shall, when this new regulation respecting lands is circulated, be supplied in accordance with this law, the design of which is to correct in full all those abuses which men introduced. All those farms which were formerly denied a division of the water shall receive their equal proportion. Those bounties which God has provided for the several places should be equally distributed, in order that there may be an equal distribution of happiness among all those who labor in those places. The allowance of water shall be in proportion to the amount of taxes paid by the several lands. For it is not the design of this law to withhold unjustly from one in order to unjustly enrich another, according to the old system which has been in vogue even to the present time. That the land agents and that lazy class of persons who live about us should be enriched to the impoverishment of the lower classes who with patience toil under their burdens and in the heat of the sun is not in accordance with the designs of this law. This law condemns the old system of the King, chiefs, land agents, and officers. That merciless treatment of common people must end.

If the governor think proper to adopt a protective policy, let him protect all alike; and there shall be an equal division of protected articles in order that every man may obtain the object of his desire according to the amount of his labor. Such is considered to be the proper course by this law regulating the property of the Kingdom, not in accordance with the former customs of the country, which was for the chiefs and agents to monopolize to themselves every source of profit. Notwithstanding this law.

[Here follow some further explanations respecting the system of taxation. Those seven sections which follow are designed to explain and enforce what has been previously said.]

16. Respecting the variations in taxes.—The first year after the promulgation of this law throughout the different islands of this group the poll shall pay but half tax, thus: A man, half a dollar; a woman, a quarter of a dollar; a child over 14 years of age, one-eighth of a dollar. On that year the lands shall pay a full tax. The fathom swine shall be but a yard length, the three cubit swine shall be a cubit and a half, and the swine of a yard's length shall be only one cubit long. In the case of the yard swine, five dollars; in failure of the cubit and a half, three dollars and three-quarters; in failure of the one cubit, two dollars and a half. The rule shall be the same if the tax be paid in any other property than the two articles mentioned. On that year the poll shall pay a full tax, and this yearly variation shall be perpetual. If the poll pay a full tax, the poll shall pay only half in that year.

17. The business of the chiefs.—Ye chiefs of the nation, reflect on these fundamental laws of the Kingdom. From this time change your course of procedure. A change in accordance with this law shall be both more just and be really better for yourselves. The multitude of people who live with us in idleness or do but little, which we formerly supposed to be a business style of living, let that cease. The perquisites of your office held in this country from of old are to be the avails of your lands obtained on all your working days. Those are yours—one-tenth part of the yearly taxes collected from your lands is yours, not, however, the poll tax. But the chiefs who do not belong to the council are not included; their standing shall be that of the landless, though by improvement in their manner of conducting business they will rise to the same rank by seeking the welfare of the laboring classes, that they may enjoy full protection, and also by promoting the happiness of the weak and of strangers from other lands.

18. Respecting landlords.—Reflect well, all ye landlords of the Kingdom, on all the regulations of this law, lest you be dispossessed, according to the principles of the eleventh section. Search for your wealth on your own labor days; search out such kinds of business as will flourish in the country, and those tenants who live upon the lands under you, the high and the low may be under the like subjection to the same laws enacted by the chiefs for the protection of the Kingdom. On the second year after the promulgation of this law, which is the year on which a full poll tax is paid, those landlords who do not belong to the national council shall pay to the King one-tenth part of all the avails of their labor days. On the year which pays but a half tax on the poll, the landlords shall pay to the King one-fifth of their income, and this shall be a perpetual tax of the Kingdom on the landlords, having an annual change in the proportion.

19. *Respecting officers to be appointed anew.*—This explanatory section is for all those officers that are newly appointed to enforce these laws of the Kingdom, and also for all those who are called officers. You are appointed as persons, to assign labors in perfect accordance with the requirements of this law. If you see the chiefs, landlords, or any other people doing that which is forbidden in this law, you are to give them correct information of the crime they are committing—the crime of seizing those articles which are said to belong to the common people. You are to give notice of those acts which not being well understood, and liable to involve the actors in difficulty, that the idler is to be punished with hunger and poverty—that it is the duty of the people to labor for that property which is appropriate to the several farms all round the island—to superintend the numbering of the people, including children and feeble persons, also the deaths and births in each year—to search out a course by which those parents who have a multitude of children may retain them without having them separated from each other, and by which an individual having the charge of several feeble persons may be able to support them—to consult with the landlords as to what kind of production is most appropriate to their several lands, according to the suggestions of this law—to reflect well on the means by which the amount of property may be increased each year above that of the preceding, that it may be ascertained also whether there really is an increase of property on the islands or not.

20. *Tabooed articles on the mountains.*—Of all the things which grow spontaneously on the mountains, the landlord can taboo nothing for himself except one kind of timber. This, however, does not apply to timber prepared by the hand of man; that is his. If any of the common people take the timber which the landlord had tabooed for himself, he shall pay one of every two sticks to the landlord, however many he may have taken. His Majesty the King taboos the sandalwood for himself. The visitors of the mountains shall not touch that timber until such time as the King shall say, when all the people may cut it by paying two-thirds to the King, reserving one-third to themselves. He also taboos all large trees such as one man can not clasp. That tree shall not be felled for nothing. It may be cut for canoes, paddles, and such great works as small timber will not answer for. The landlord or tax officer must be previously notified, but no other person. Whoever violates the taboo on those trees and fells without reason a large tree, or breaks down the small shoots of sandalwood in the mountains, shall be fined one hundred rafters, each five yards long. But if the man be furnished with a whipsaw, they are the third class of persons who may cut large trees of the forest, but not sandalwood. But there is one thing that is taboo on all the mountains of the land, that is, to kindle fires and burn up all the verdure of the mountains. Whoever does this shall be punished according to the aggravation of the offense. If the crime be small, the fine shall be less; if large, then he shall be fined by being put to hard labor for two years and a half. Such is the punishment of all who kindle fires on the mountains.

21. *Of the application of the laws.*—During the ensuing six months the governors and landlords shall settle the difficulties in relation to residuum lands, and other difficulties also. First let the difficulties on the manner of doing business be settled; establish your men on your lands, that they may be well off; seek a reward for the laboring class

according to the amount of labor performed; and all officers shall be rewarded according to their correctness in transacting business. After six months from this time chiefs, landlords, and people shall be punished for all violations of this law according to the within requirements.

22. *Respecting the councils of the nobles.*—In the fore part of April the nobles shall meet in council to consult on the welfare of all who reside in the Kingdom. By such a course the nobles may perpetuate their rank above the people, in subservience to all the laws of the Kingdom to which you give your assent.

But for a man to engage in only one kind of business is the sure way to enrich the nation; thus, one engaged in agriculture, another in the fisheries, another in canoe building, another in trade; each is an important business of the nation having a separate class of laborers, in accordance with the opinion of the skillful.

All taxes assessed previous to the enactment of this law shall be paid, and all labor previously given out shall be performed in full after which the old system shall end.

This law was enacted on the 7th of June, in the year of our Lord 1839.

At a subsequent examination of the nobles certain changes were made, to which we have set our names this 9th day of November, the year of our Lord 1840, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER IV.—*Of laws which are not of universal application.*

In the constitution it is stated what laws are applicable to the Kingdom at large. A single noble can not make a law, not even His Majesty the King, but the nobles must assemble according to the requirements of the constitution. Wherefore if a single governor pursue an incorrect course, the fault is his own; it does not attach to the Kingdom until the King and premier approve the act; then the Kingdom is involved.

There are many little evils existing in villages which the general laws of the nation can not correct, for the circumstances of one village are unlike the circumstances of another village; wherefore the following edicts have been agreed to:

1. If the people of any village, township, district, or State consider themselves afflicted by any particular evils in consequence of there being no law which is applicable, it shall be lawful for them to go to the tax officer, judge, or any chief, and he shall give notice to all the people of the place who may assemble at the place mentioned by the officer. Then they may devise a law which will remedy their difficulties. If they shall agree to any rule, then that rule shall become a law for that place, but for no other. It shall not, however, be in their power to make any law which is at variance with any law of the Kingdom on a subject of universal importance, but laws respecting roads, fences, animals, and all such like things they may pass.

2. All private individuals also shall enjoy the same privilege. No man may make a law which shall be applicable to his own premises, and if a man makes the law of his land, his yard, or his house clear

understood beforehand, that law is binding, and whosoever violates shall pay the penalty according to the requirements of the law, though such law can be at variance with the general spirit of the laws of the nation, nor can there be an oppressive law nor one of evil tendency.

These edicts having been passed by the nobles, we have hereunto set our names this 9th day of November, in the year of our Lord 1840, at Mahina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER V.—*Of police officers and constables.*

1. It shall be the duty of the several governors to appoint constables and peace officers for the protection of the people and villages. The governor shall act in this thing according to his own discretion. If the village be large there must be a greater number of constables. If the village be small there may be a smaller number of constables, at the discretion of the governors. If the governor be embarrassed in any respect and therefore think it best to appoint a new officer over any kind of business, he may do it at his discretion.

The badge of the constables shall be a little stick, made round, with the name of the King at the top of it, and it shall be his duty always to carry the badge that he may be known as a constable. If he does not carry the badge it will be improper for him forcibly to seize a man, lest it be thought that he is not a constable and a quarrel ensue. In such a case the blame will attach to the police officer; but if he carry his badge and anyone resist him and hurt him, then the blame will attach to the man and the officer will be faultless.

2. It shall be the duty of the police officers to watch, spy out, and detect criminals, carry them to and deliver them up to the judges, who will bring them to trial. It shall be their duty to seize all persons who violate the laws, and in case of a quarrel or a mob it shall be their duty to restore or demand peace and seize the guilty persons. If any peace officer know of a person's committing a crime and do not seize him nor make it known to the judge, he shall be punished to one-half the amount which the criminal would have been; and if they merely hear of disorder or mischief, it shall be their duty to go and see for the purpose of quelling it. If any one of them receive a bribe, and therefore conceal crime, he shall be fined to four times the amount of the bribe which he received. Then if the bribe he received was \$1 his legal fine shall be \$4.

3. If any man, not being a police officer, shall carry the badge of one, he shall be fined \$5. If a police officer shall seize a man entirely without grounds or without any reasonable ground of suspicion, he shall be fined \$10 and pay all damages sustained by the person thus groundlessly seized. If a police officer attempt to seize a man and he resist, the man shall be fined \$10, even though he do not wound the officer. But if the officer be wounded by him, he shall then be fined in the same manner as all others guilty of assault.

If any man aid a person whom the police officer attempts to apprehend, his fine shall be \$10 for his opposition to this officer, and if the criminal actually escape in consequence of his aid, he shall be fined again, at the discretion of the judges but not to a higher amount than

would have been paid by the criminal whom he rescued. But if a police officer be wounded by him he shall be fined again, as all men are who commit assaults.

The police officers shall be paid for their services in the following manner: If a police officer seize a man for crime and he be tried and convicted, then one-fourth part of the fine shall go to the police officer. The same also shall be the reward of all men. Whoever has knowledge of a crime and enters a complaint to the judges shall receive one-fourth of the fine.

This law shall go into operation on the 1st day of January, in the year of our Lord 1841, in all places on these islands.

This law was passed at a council of the nobles held at Lehaia, Maui, and received our signatures this 10th day of November, in the year of our Lord 1840.

KAMEHAMEHA III
KEKAULUOHI.

CHAPTER VI.—*Quarantine laws.*

Whereas it has been clearly ascertained that the smallpox has prevailed on board of one or more ships now cruising in the Pacific Ocean, which may be expected to visit the Sandwich Islands, and whereas that disease is understood to prevail at the present time in ports on the western coast of America frequently visited by ships on the way to the Sandwich Islands: Therefore,

Be it enacted by the kings and nobles of the Sandwich Islands council assembled:

1. That after the promulgation of this law all canoes and boats and all persons not authorized by the board of health are prohibited from visiting any foreign ships whatsoever until they shall have been examined by a health officer or one of the board of health as he or she after named and pronounced healthy. And whosoever shall visit a ship contrary to this law shall forfeit \$40, to be paid one-half to the Government and the other half to the person who shall give information of the same.

2. All vessels having the smallpox or any other contagious disease on board, and all vessels having had any contagious disease on board within a period less than four months are hereby prohibited from anchorage at any port, harbor, or roadstead of the Sandwich Islands until visited by a health officer or by one of the board of health, having received his approbation. And any master or officer of such vessel who shall land or permit to be landed any person or persons affected with a contagious disease, or any article containing such contagion, shall, on being duly convicted thereof, be fined not more than \$1,000, or be imprisoned one year.

3. All vessels having had contagious diseases on board as above mentioned, on arrival at the Sandwich Islands, or at any port thereof, shall be entirely at the direction of the board of health for a period not more than forty-two days. And all vessels in quarantine, or laid under restrictions as above, shall fly a yellow flag at the maintop. And whosoever shall be on board any vessel thus put under the yellow flag shall forfeit his position and shall be entirely at the direction of the board of health for a period not longer than forty-two days.

4. For the purpose of carrying into execution the above regulations, it shall be the duty of the several governors to set apart a board of health for each of the harbors of the Sandwich Islands. And said board of health shall have full power to enact such laws and regulations as may be necessary to protect the health of their several places. They (the governors) shall also appoint health officers, whose duty it shall be to examine every vessel suspected of having a contagious disease on board, and the health officer shall be entitled to receive from the master of every vessel thus examined by him \$5.

Done at Honolulu on this 29th day of May, in the year of our Lord 1892.

(Signed by the King.)

CHAPTER VII.—*A statute for the regulation of schools.*

The basis on which the Kingdom rests is wisdom and knowledge. Peace and tranquillity can not well prevail in the land unless the people be taught in letters and in that which constitutes prosperity.

If the children are not taught, ignorance must be perpetual—the children of the chiefs can not prosper, nor any other children: Therefore, be it enacted—

1. Wherever there is any number of parents having fifteen or more children of a suitable age to attend school, if they live near each other, in the same village, or in the same township, it shall be their duty to procure themselves a teacher, which they shall do in the following manner: The tax officer shall give notice by a crier of the time and place at which all the male parents of the township, district, or village shall meet, and they shall choose three of their number as a school committee for that place. If the number of children in any village be less than fifteen then their fathers shall unite with another company near by.

2. Said school committee shall then apply to the general school agent, spoken of below, and they together shall look out a teacher for that place. If there are but few children, then there shall be but one teacher; if more, then two teachers; and if the children are very numerous, then there shall be three or more teachers, as they shall think best.

3. When the teacher is obtained, then the general agent, the teacher, and the school committee shall agree as to the wages. If the teacher have no land and they shall agree in the opinion that it is important he should have some, then the general school agent shall endeavor to procure some which is not occupied, and that land shall be given to the teacher, but not in perpetuity. When he shall cease to act as teacher, then the land shall revert to the Government. But if the land do not afford the teacher a full support, then they shall furnish him with as much more as they shall agree to be necessary. It shall be furnished from the avails of the King's labor days and from the yearly tax, but not the poll tax.

The general land agent shall have power to take the unoccupied lands of the landlords, but he shall give previous notice to the landlords, that there may be a mutual understanding between them.

4. Furthermore, it shall be the duty of the children to be generous to their teacher and aid him by working on his land, according as they shall agree or according to their good will.

5. A further reward to the teachers of schools shall be freedom from all public labor for the chiefs and land agents, and neither they nor their wives shall pay any poll tax while they are acting as teachers in schools.

6. It is not proper that all teachers should be paid alike. A wise teacher who is exceedingly laborious in his business and has many pupils should be paid a high price, while he who is less wise and less laborious in his business should be paid a lower price. But no person is by this law considered a teacher unless he have a teacher's certificate from the general school agent.

7. If the school committee perceive that the avails of the land given by the King to the teacher are more than they agreed that the teacher should have, then they shall take the charge of the surplus for the benefit of some other schools, and if the property be such as that the care of it is a burden, then the school committee shall receive one-tenth in payment for their care.

8. At all places where the children are in want of a schoolhouse the tax officer shall notify the people and they shall build it under the direction of the school committee. And inasmuch as the labor is not such as concerns the chiefs only, but is alike for the benefit of the people and the rulers, it shall be considered as national work, and even transient persons and servants shall labor.

9. The proper ages for children to go to school shall be considered to be from 4 years and upward to 14 years of age. If any person have a child of a suitable age to go to school, but below 8 years of age, and do not constantly send him to school, then that parent shall not be freed from the public labor of the King and the land agent, on the labor days, whatever may be the number of his children; neither shall his portion of land be increased, nor shall he be permitted to cut on the mountains such kinds of timber as the King gives to the people. All those kinds of timber are taboo to those parents who do not send their children to school. Nor shall those parents fish on the fishing grounds which the King gives to the people. Those parents have a preference for darkness; therefore let the taboos of the times of darkness apply to them. But if a child be more than 8 years of age and do not go to school, then the fault shall not be considered as the parent's only, but the child's also. That child shall go to the public labor of the King and land agents on all labor days. No child (over 8 years of age) who does not go to school shall be freed from public labor; they shall all go to work.

10. Children when at school are required to be quiet and listen to the instruction of the teacher. But if anyone is mischievous, the teacher shall be allowed to administer to him proper correction, which is not improper. If the school becomes disorderly and the teacher is tried thereby, or on account of the misconduct of some particular pupil, then the teacher and school committee may consult together and act according to their mutual judgment.

In time of school it is not proper for children to go a distance from home. In time of vacation they can go, and when the school begins anew then return. Though if a child be afflicted by the sickness of a parent or some near relation (or some other cause), he may go by giving previous notice to the teacher.

But it shall be illegal for the teachers to hinder those of their pupils who desire to enter into the marriage relation or those who wish

move to another place with their parents, but when they thus remove, they must enter the school at that place.

11. If a teacher fail of doing his duty, and become negligent or guilty of a crime, then he shall be brought to trial before the school committee and general school agent of the place, and they shall decide respecting him. If it is their judgment to diminish his wages or even take away his office as teacher and withhold his whole wages, they shall have a right to do it.

Whenever a teacher is dismissed or dies, then his land, house, and garden shall revert to the King and shall be under the care of the school committee, who shall give them to another teacher. Though if he built his own house or paid his own property for it, or if his house was included in his wages which he received as teacher, then the house shall not be given up.

12. It shall be the duty of the school committee to encourage the parents in whatever will promote the education of their children, and shall also themselves encourage the children to go to school and acquire knowledge, and shall aid the teacher in whatever is necessary for the prosperity of the school. The school committee must do these things gratuitously—they will receive no pay, for it is but a small amount of labor which they will perform.

13. There shall also be annually appointed certain men of intelligence as general school agents, as follows: One for Hawaii, 1 for Maui, 1 for Molokai, 1 for Oahu, 1 for Kauai, and 1 superintendent of the whole. They shall be appointed by the legislature at their annual meeting. These persons shall be the school agents for the year.

14. The business of the general school agents shall be to consist with the school committees and teachers in accordance with what is before stated. The general school agents shall superintend, manage, and provide for the teachers, and shall encourage them and their scholars. They also shall be the judges of the law in relation to schools. The supreme judges are the only persons above them. They shall report to their superintendents their various acts, and the result of their observation, and the superintendent shall report to the legislature at the annual meeting. Their pay shall be as follows: When they are traveling to examine schools the land agents shall furnish them food and necessaries, and they shall be paid \$25 a year of Government property, but not money.

15. Furthermore, those scholars which attend the mission seminary at Lahainaluna shall be freed from the money tax, and all public labor of the chief, and all scholars that go to school to learn geography, arithmetic, and other higher branches taught in the higher schools, those scholars shall not go to the public labor of the chiefs and land agents till they become 18 years of age.

16. The regulation of this section applies only to children born during the reign of Liholiho, and during the present reign of Kamehameha, but does not apply to those born previous to these reigns.

No man born since the commencement of the reign of Liholiho who does not understand reading, writing, geography, and arithmetic shall hold the office of governor, judge, tax officer, nor land agent, nor hold any office over another man, nor shall a man who is unable to read and write marry a wife, nor a woman who is unable to read and write

marry a husband. But this edict does not apply to those who were born previous to the reign of Liholiho.

17. If anyone suffer a misfortune which is the cause of his ignorance, if his sight be defective, or if he lives in a solitary place distant from school, or is unfortunate in any other manner which is the reason of his ignorance, and still his or her mind is made up to marry a wife or husband, then he or she may go to the governor, who shall make inquiry, and when it becomes clear to him that the person's ignorance is not the result of laziness, but a real misfortune, it shall then be the duty of the governor to give him or her a certificate of marriage.

18. Furthermore, it shall not be proper for the general school agents to give the teacher's certificate to ignorant persons, nor to persons known to be vicious or immoral. If a man can read, write, and understands geography and arithmetic, and is a quiet and moral man, and desires a teacher's certificate, it shall be the duty of the school agents to give him one, and not refuse.

19. Furthermore, all the tax officers are required to listen to the commands of the general school agents when they give orders for the payment of the teacher or teachers, in accordance with the requirements of this law, or when they give orders for rebuilding school houses. The tax officers shall obey the requirements of this law. But they shall notify the premier of all property which they pay over to the school agents or teachers.

20. By this law the statutes enacted in relation to schools on the 15th of October, 1840, are repealed. When this law is published, on the day that it takes effect, then that law shall be no longer regarded. But school committees regularly appointed shall hold their office through the year, when, if the people choose, they may appoint new ones. Furthermore, all lands regularly given to the teachers in accordance with the regulations of that law are confirmed to the teachers by this new law in the same manner as lands newly given by the general school agents.

The day on which this law shall take effect shall be as follows: Should it be proclaimed in any village or township, then the day on which it is proclaimed shall be the day of its taking effect in that place. If it is not proclaimed, then it shall take effect on the 1st day of September next in all places in the Hawaiian Islands.

All the requirements of this law having been agreed to by the nobles and by the representatives, we have set our names to the same this 21st day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III
KEKAULUOHI.

CHAPTER VIII.—*Law respecting the making of roads.*

If any governor wish a road made, he shall appoint three surveyors who shall lay out the road. And the people also may do the same. If they wish a road made, they may proceed according to the directions in Chapter IV. But this law is enacted for the further regulation of the subject.

1. If it be desired to make a new road, it shall be done as follows: There shall be three men appointed, who shall estimate the amount of property sacrificed by means of the road. Those interested in the road shall make the appointment—if the nobles, then they shall appoint; or if the people, then they shall appoint.

2. If any man's house stand in the contemplated road, the committee of three shall estimate the amount which said man ought to receive for the damage he sustains in the loss of his house. And he shall be paid according to their estimate. The same also in case a taro pond or other property be damaged by the road. The owner shall be paid according to the estimate of the three men.

3. If the road cut the various plantations alike or nearly so, and does not cut them so as to occasion much damage, but in such a manner that the loss and gain too are mutual, then there shall be no damages paid for the loss of land by the roads. No man can refuse to give up his land for a road. The decision shall rest entirely with the committee.

4. If the chiefs are the persons who direct respecting the road, then they shall pay the damages sustained by the road. If the road is made at the direction of the people, then they shall pay the damages sustained.

This law was enacted on the 11th day of November, in the year of our Lord 1840, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER IX.—*A law for the regulation of Hawaiian weights and measures.*

The weights and measures approved by the Hawaiian laws are those of Massachusetts. The yard, the gallon, the ton, and the pound are all in accordance with the weights and measures of Massachusetts. If weights and measures of anyone do not accord with these, they are not approved by this law.

Here follows a full explanation:

1. If anyone speaks of 1 foot, it shall be 12 inches; 1 yard, it shall be 3 feet; 1 fathom, it shall be 2 yards; 1 chain, it shall be 11 fathoms; 1 furlong, it shall be 10 chains; 1 mile, it shall be 8 furlongs.

2. If anyone speaks of 1 pound, it shall be 16 ounces; 1 quarter, it shall be 25 pounds; 1 hundredweight, it shall be 4 quarters; 1 ton, it shall be 20 hundredweight.

The weights used in weighing heavy articles are those of Massachusetts.

3. In measuring cloth and such like things, when one speaks of 1 nail it shall be $2\frac{1}{4}$ inches; 1 quarter yard, it shall be 4 nails; 1 yard, it shall be 4 quarters; 1 fathom, it shall be 2 yards; 1 pio, it shall be 3 nails.

This measure also is like that of Massachusetts.

4. In the measurement of liquids, when one speaks of 1 pint it shall be 2 gills; 1 quart, it shall be 2 pints; 1 gallon, it shall be 4 quarts; 1 hog-head, it shall be 63 gallons; 1 pipe, it shall be 2 hogsheads; 1 ton, it shall be 2 pipes, or 252 gallons.

These are the weights and measures adopted in this country; not like those now used in Great Britain, but like those formerly used there, and now used in Massachusetts.

5. If anyone uses weights or measures at variance with those mentioned above, and in consequence of such variance the one with whom he trades suffers loss, or if he uses them deceitfully, he has broken this law and shall be dealt with as a thief.

This law shall take effect on the 1st day of January, in the year of our Lord 1841.

This law was enacted by the Nobles of these Hawaiian Islands this 12th day of November, in the year of our Lord 1840, at Lahai Maui.

KAMEHAMEHA III
KEKAULUOHII.

CHAPTER X.—*Of marriage and divorce.*

From the time of Kaahumanu down, the laws which she established over the Kingdom in relation to marriage have been valid, and they are still so at the present time.

Her's were as follows:

It is illegal for one man to have two wives.

It is illegal for one woman to have two husbands.

A man can not cast off his wife at his pleasure.

A woman can not cast off her husband at her pleasure.

If a man and woman are agreed to live together as man and wife, and there is nothing in the way to render it illegal, then let them marry in accordance with the Word of God.

But those persons who are united according to the former customs of this country and are still living together, one man and one woman, and there is nothing to render their union illegal, their union is hereby confirmed anew in the same manner as those who are married.

But from the present time all persons are prohibited from uniting together according to the former customs, it is proper to marry.

Here also are some further explanations.

If two persons wish to marry, it is not proper to act hastily, but to proceed cautiously, in order that one may become acquainted with the character of the other, lest difficulties arise after marriage.

Furthermore, it is improper for an old woman to marry a boy, also for an old man to marry a girl, but it is peculiarly proper when their ages be near alike.

Wherefore it shall be the duty of school-teachers and also of the priests who solemnize marriages to instruct men and women in the particulars.

The following persons are prohibited from marriage:

I. A boy who has not arrived to 14 years of age.

II. A girl who has not arrived to 12 years of age.

III. A man who has a wife living and has not obtained a writ of divorce, together with the consent of the governor for him to marry again, he shall not marry.

IV. A woman whose husband is living and has not obtained a writ of divorce, together with the consent of the governor for her to marry again, she shall not marry.

V. A boy under the age of 20 years can not marry without the consent of his parents, if they are living. So also a girl under the age of 18 years can not marry without the consent of her parents, if they are living. But if the parents criminally withhold their consent, then the judges may institute an examination and decide whether the marriage shall be solemnized or not.

VI. It is taboo for a man to marry the following relations:

(1) His grandmother, (2) his grandfather's wife, (3) his wife's grandmother, (4) his father's sister, (5) his mother's sister, (6) father's brother's sister, (7) mother's brother's wife, (8) wife's father's sister, (9) wife's mother's sister, (10) mother, (11) father's wife, (12) wife's

ther. (13) daughter, (14) wife's daughter, (15) son's wife, (16) sister, (17) son's daughter, (18) daughter's daughter, (19) son's son's wife, (20) daughter's son's wife, (21) husband's son's daughter, (22) husband's daughter's daughter, (23) brother's daughter, (24) sister's daughter, (25) brother's son's wife, (26) sister's son's wife, (27) wife's brother's daughter, (28) wife's sister's daughter.

VII. It is taboo for a woman to marry the following relations:

(1) Her grandfather, (2) her grandmother's husband, (3) her husband's grandfather, (4) mother's brother, (5) father's brother, (6) father's brother's husband, (7) mother's sister's husband, (8) husband's father's brother, (9) husband's mother's brother, (10) father, (11) mother's husband, (12) husband's father, (13) son, (14) husband's son, (15) daughter's husband, (16) brother, (17) grandson, (18) son's daughter's husband, (19) daughter's daughter's husband, (20) husband's son's son, (21) husband's daughter's son, (22) son's son, (23) sister's son, (24) brother's daughter's husband, (25) sister's daughter's husband.

VIII. It is taboo for the following foreigners to intermarry with females of this archipelago, viz: All foreign deserters; they shall no means marry a wife here. And hereafter no foreigner who is here without the consent of the governor in writing shall be permitted to marry.

IX. No foreigner shall marry a wife here unless he first go before the governor and declare under oath that it is his design to remain in the country, and also take the oath of allegiance to this Government and obtain from the governor a certificate of marriage.

X. No foreigner shall marry here unless he first exhibit evidence that he has not a wife living in any other country, nor until he has resided in these islands two full years. And if anyone shall be guilty of falsehood at the time of his marriage and afterwards it appears that he has a wife in some other country, then all his property shall be forfeited and given to the wife whom he deceitfully married, and he shall be driven out of the country.

XI. These, and these only, are the persons who shall solemnize marriages in this country: Those priests who are living here in conformity with the laws of this country. And even they shall not do it independently. Those who desire to be united in wedlock shall first go to the governor, or to his agent, and obtain a written assent to their marriage, and then it shall be proper for the priest to solemnize the marriage.

XII. Whoever solemnizes marriages shall keep a book where he shall record the names of the persons whom he marries. On the last day of December of every year every person who solemnizes marriages shall give notice of the number of marriages which he has solemnized during the year. And it shall be proper for the King at his pleasure to send a man to examine into the correctness of the books kept by those who solemnize marriages.

If anyone disregard this and the eleventh section of this law, or if anyone shall unite persons in marriage in a manner at variance with any part of this law, he shall be fined \$100.

OF THE DUTIES OF HUSBANDS AND WIVES, AND OF DIVORCE.

It is the duty of all persons who are married in accordance with the laws of the land to live in peace and observe the vows which they made

at the time of their marriage. But as for the persons who regard not their vows the following laws are for them:

1. If one party conducts improperly and forsakes her husband or his wife, then they shall be brought to trial; and if it appears that the forsaking party was highly criminal, he shall be fined at the discretion of the judges, but not more than \$10. If desertion again take place after the fine, then the fine shall be doubled for each new desertion, even to the farthest extent. But if the judges perceive that a woman is in special danger on account of the frequent assaults of her husband, it shall be proper to confine that man with irons, at the discretion of the judges and in proportion to the danger of the wife.

2. If a husband and his wife quarrel and one assault or beat the other, or do anything else by which a wound is inflicted, they shall then be brought to trial and punished according to the aggravation of the offense, but more than others who commit assaults. If they quarrel again after the trial, the punishment shall be doubled and shall continue to be doubled for each new offense, even to the farthest extent. But if the judges perceive that the woman is in special danger on account of the frequent assaults of her husband, it shall be proper to confine that man in irons, at the discretion of the judges, proportioned to the danger of his wife.

3. If two married persons do not live happily together, but quarrel often and become famous for the same, and also disregard their marriage vows, they shall then be brought to trial, and, being convicted of the charge as specified above, they shall both be confined in irons. They shall be confined separately, not together, and shall be confined at night only, and in the morning shall be set at liberty, to go where they please, but at night shall be confined again, and shall be confined every night until they cease quarreling.

4. If the husband sail to a foreign country and she remains four years without hearing of his being alive, nor anything respecting his return, it shall then be proper for the woman to apply to the governor, who will give her a written permission to marry, after which she may marry another husband. But if her former husband returns he is her husband still; the new husband must be put away.

5. If a man or woman be banished to another island for a period of four years or more, then he or she is dead in the estimation of the law, and the innocent party may apply to the governor, who will give a written permission to marry again, after which he or she may marry another companion or not at pleasure.

6. If anyone return from the place of his banishment and find his companion married, the person so returned may make application to the governor, who will watch his character for one year, and if he leads a moral life and is faultless then he shall receive a certificate of marriage, after which he may marry again.

7. If a married person be afflicted by an inconstancy of his or her companion (who has been convicted of adultery), and on that account his or her mind is made up to separate for life, then he or she may apply to the governor, who will give a bill of divorce, after which he or she (the innocent party) may marry again. But if the two persons are nearly of the same character, and it is not clear that one is better than the other, then the governor shall refuse; they shall not be divorced. If one is of unblemished character and his companion commits adultery, they and they only can be divorced.

8. If a man become exceedingly angry with his wife or a woman with her husband, and the angry party attempts to take the life of the other, and the judges perceive that the life of the innocent person is nearly in danger, then a bill of divorcement shall be given to the innocent person, who may marry again. But the guilty person shall by no means marry again until death.

9. If a man and his wife are separated for life, and have children, but disagree in relation to the child or children, then the judges shall decide the case and give their support to the innocent party.

This law shall go into effect on the 1st day of January, in the year of our Lord 1841, at all places on these Hawaiian Islands.

Having been enacted by the nobles we have hereunto set our names on this 12th day of November, in the year of our Lord 1840, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHU.

CHAPTER XI.—*Law for the protection of the Sabbath.*

It is a well-established fact that a nation can not enjoy peace nor the people prosper unless they are taught in morals and religion. Wherefore the Sabbath is of great importance; because on that day the people are extensively taught in those branches. If anyone interferes with another in his observance of the day, or if anyone disturbs the peace and quiet of the day, he is criminal; he does an injury to the public and to every individual who is seeking the greatest good. Wherefore it is proper for the laws to give protection to the Sabbath, and to all those who observe the day, lest anyone should interfere with the greatest good of the land by making the day a nullity. Wherefore,

Be it enacted by the King and nobles of the Hawaiian Islands in council assembled,

1. All unnecessary worldly business is by this law prohibited from being done on that day. It is not proper to cultivate the ground, engage in fishing, to seek for wealth, or do anything of the kind unnecessarily. But works of necessity, which can not be done before or put off till after the Sabbath, together with works of mercy for the distressed, may be done. All other kinds of work are taboo. Whoever violates this law shall be fined \$1, and if he does it again he shall be fined \$2, and thus it shall be doubled for every repetition of the offense even to the furthest extent.

2. All worldly amusements and recreations and all plays are at variance with the quiet of the Sabbath if engaged in on that day; they are also at variance with the best interests of the Kingdom, and are by this law made taboo. Whoever violates this taboo shall be fined \$1; if he violates it a second time he shall be fined \$2, and thus the fine shall be doubled for every repetition of the offense even to the furthest extent. Whosoever shall give his sanction by standing and looking on, he too has violated the law.

3. All loud noise, and all wild running about of children, and all conduct which creates confusion in worshiping assemblies on the Sabbath are an interference with the right of the good who are strict in their observance of the Sabbath. Wherefore they are taboo. Whoever violates this law shall be fined \$1, and if he does it again he shall

be fined \$2, and thus the fine shall be doubled for every repetition of the offense, even to the furthest extent.

If the person committing the offense be below the age of 14 years then he shall be examined in connection with his parents, and the person who is in fault shall pay the fine.

4. This law shall go into execution on the 1st day of January, the year of our Lord 1841, at all places in this archipelago.

All the words of this law having been approved, we have hereunto set our names on this 13th day of November, in the year of our Lord 1840, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XII.—*A law prohibiting reviling, swearing, and slander.*

If any man is not respected and beloved it is a great misfortune to him; he can not enjoy peace and happiness when he is thought to be a bad man; nor can a man be happy, or well refrain from anger even in sin, when one speaks to him in reviling language. Wherefore this law is passed for the protection of people's good name.

1. If one shall revile another with an evil intent, in order to make him odious or angry, the person doing this shall suffer the shame of irons, at the discretion of the judges, but not exceeding one month. So also shall the man be punished who swears at another with an evil intent.

2. If any one lie slanderously respecting another, with an evil intent or with anger, in order to involve an innocent person in difficulty or in order to put a good man to shame, or to bring upon a man the anger of others, or the anger of government, the man that does thus shall be punished according to the aggravation of the offense. If the saying be perfectly false, the fine shall be large; if nearly true, there shall be no fine. If it be a mere mistake without any anger, there shall be no fine. If the person slandering and the person slandered are both persons of distinction, the fine shall be large, but shall never amount to more than one-fourth of the criminal's property. But if the slanderer be a poor man, he may be put to a hard labor, but the time shall not exceed four months, and it may be less, according to the magnitude of the offense in the estimation of the judges.

3. This law shall take effect on the 1st day of January, in the year of our Lord 1841, on all the places on these Hawaiian Islands.

All the words of this law having been sanctioned, we have hereunto set our names this 14th day of November, in the year of our Lord 1840, at Lahaina, Maui.

RESPECTING THE NEW MEETING OF THE NOBLES.

On the 1st day of April, in the year 1841, the nobles met at Luau in Lahaina, according to the requirement of the constitution, and afterwards three persons came forward, appointed by the people, and joined the council of the nobles.

At this council several alterations were made in the existing laws and several new laws enacted.

The changes in the old laws are as follows:

1. *Law of taxation.*—In relation to all laws on taxation it is enacted that whenever the governor shall perceive that any man suffers

ment of the unjust bearing of a particular law it shall then be the duty of the governor to free the man in accordance with strict justice, and not enforce that particular phase of the law.

Of men who violate the law.—When a man is condemned to work for the government according to law, the land agents may claim the labor of the men belonging to their lands on their working days. But the best way is for the man who has the charge of the public labor to keep account of the labor days which the land agent has a right to claim, and then let the criminal first work the government portion of the time, and afterwards that of the land agent.

The time of paying taxes.—The following words shall be inserted in Chapter III, section 1, page 25: "From the 1st of October to the 1st of December."

Of transient laborers.—Transient persons who have regular daily employment shall not go to the Tuesday labor of the King, but all transient persons who have not regular daily labor must go.

Of shoal fish.—From the eighth section of the third chapter of this law, which is found on thirty-eighth page, certain words shall be deleted, as follows:

fish in sufficient quantities to fill two or more canoes, but not so small a quantity as to fill one canoe only.

The transient shoal fish spoken of in this law are (1) the akule, (2) the anaeholo, (3) the alalauwa, (4) the uhukai, (5) the kawelea, (6) the wakawa, (7) the kalaku.

These kinds of fish shall be divided equally whenever they arrive at these islands or whenever they drift along.

Of duties laid by land agents on the fish of the people.—On the thirty-eighth page, chapter 3, section 8, read thus: "The people of other lands shall give to the landlord one-third of the fish thus taken on said land."

Of public labor on rainy days.—If it rains much on the King's labor day, so as to darken the heavens, then it shall be improper to labor; let the labor cease as the amount of rain shall require, at the King's loss, or the land agent's, as the case may be. But if the rain is trifling, such as not to interfere with labor, then it shall continue, and only those who are weak and benumbed shall return. But if the people prefer to leave the work entirely and work on one of their own lands, that, too, shall be proper.

Of large families.—If any tenant of a land have a number of children, so that he is freed from taxation, then his landlord shall not be called on to pay on his account. The taxes shall be diminished according to the number of working men.

Of the punishment of fishermen.—In the third chapter, eighth section, page 37, the following words are erased: "For two years he shall not fish at all on any fishing ground." The following words shall be inserted in their place:

When he take one fish criminally he shall pay five, and always at that rate. And if a canoe full be taken five canoes full shall be paid, according to the amount taken, even to the farthest extent.

Of multiplying land agents.—In the third chapter, ninth section, page 39, the following words shall be inserted: "And their land agents." It will then read thus:

It shall be the duty of those to whom the King gives land, and also of their land agents, to see that they do not establish, etc.

11. Of the tax for the year 1841.—The following is the land tax for the year 1841, and is published for the information of the tax office and of the people universally:

1. Money is the standard by which all taxes and assessments are to be estimated, and it would be very well if all men would pay their taxes in money.

2. Kukui nuts are valuable property. In places where the kukui nuts abound the tax shall be in those, according to the size of the land so the tax shall be apportioned out. The price shall be a dollar and a half per barrel. Six barrels and two-thirds will be equal to a fathom swine.

3. Arrowroot is valuable property. Where arrowroot is abundant the taxes shall be taken in arrowroot. And the tax shall be proportioned to the size of the land. The price shall be the same as that of live pork—that is, three cents per pound. Three hundred thirty-three pounds are equal to a fathom swine.

4. Turmeric is also a valuable article. Where turmeric is abundant the taxes shall be in that. The price by the pound shall be the same as that of arrowroot.

5. Where none of these kinds of property can be obtained, and where they are abundant, there the tax shall be laid in fish, and shall be in proportion to what the tax of the land would be in money. If the land would be taxed a fathom swine, then there shall be an amount of fish equal in value to ten dollars.

6. If none of the articles mentioned above can be obtained, then the tax officer shall ascertain whether there be any other article of a fair value, but if the people possess no such article, then swine will be taken.

7. Furthermore, every man shall carry his taxes to a place suited for vessels to go and receive them, to such place, too, as the tax officer shall appoint.

These taxes are confined to the present year, but if found to be suitable will be continued, but if not will be abandoned.

12. Of articles on the mountains which are taboo.—In the third chapter, section 20, on page 53, the following words shall be inserted:

But the Ohia Lehua which one man can clasp shall not be tabooed. All people shall have a right to take it. Nor shall there be any taboo on those things which are lying on the top of the ground, nor on the fruit on the trees or roots growing in the ground. It shall be improper for the konohiki to taboo any other article except timber.

13. Of those who are absent on the labor days.—In the third chapter, third section, on page 29, certain words are erased, and certain words shall be inserted. The following words shall be erased: “Two five cents,” and the words inserted shall be “one rial,” and “land agents and officers shall not refuse that price.” It will then be as follows:

He that gives previous notice shall pay one rial, and the land agents and officers shall not refuse that price.

14. Of the interchange of labor weeks.—The nobles have agreed that the people shall labor on two weeks for the King and land agents. If it be agreed that those two weeks shall be in succession, it is well. If it be agreed to work on one and pass one, or to exchange, that is also well.

15. *Of cursing.*—In the twelfth chapter, at the end of the first section, on page 81, the following words shall be inserted:

But if the criminal choose to pay a fine in money or other property, and so escape, it is well, though in that respect it shall be as he can agree with the one whom he has injured, the judges also seeing that there is a due proportion between the crime and punishment.

16. *Of the people who work on the labor days.*—The following words shall be inserted in the third section, on page 29:

But if a man go abroad, and the labor day of the King or Kingdom arrives, if the man does not appear for labor, it shall then be the duty of the tax officer to give him a certificate, and then he shall not be required to work again when he returns to his own place.

17. *Of the tithe of the property obtained on the labor days of the people.*—The following words shall be inserted at the end of the eighteenth section, on page 52:

The tax officers shall take the property to the King.

18. *Of new-born children.*—When a child is born, then the father or the mother shall inform the tax officer, who shall record in a table the name of the child, the name of the parents, name of the land, the day, the month, and the year that the child was born.

If neither the father nor mother give this notice, then those parents shall be guilty of an impropriety. He shall not be freed from labor on the labor days, even if he have a number of children.

19. *Of judges who are guilty of injustice.*—If a judge be guilty of judicial misconduct, and with a criminal design, and punish a man unjustly, or set a guilty man at liberty, or if he do this on account of prejudice, he shall then be brought to trial before the supreme judges, and when convicted he shall cease to be a judge, nor shall he receive any pay for that year in which he committed the offense.

20. *Of those persons who refuse to comply with the sentence of the judges.*—Whatever persons are condemned by the judges to pay a fine or to labor, if they refuse obedience to the sentence of the judge, then death is the consequence or a rope; let him be perfectly fast until he yields assent to the decision. But if the criminal give notice of his intention to appeal to the governor or to the supreme judges, it shall be proper for him to do so. He shall not be confined; let him appeal. But if the governor try him anew, or the supreme judges, and find the man really guilty, according to the previous sentence, then the punishment shall be increased.

If the fine were \$10, then \$1 more shall be added. If the punishment were two months' hard labor, then the time shall be lengthened five days. And in that proportion shall the punishment of all persons be increased who appeal without grounds.

21. *Of the protection of the fisheries.*—The following words are to be inserted in the eighth section of the third chapter, on page 38:

The general tax officer may lay a protective taboo on the King's fish, and also on those of the land agents, but the land agents and the King also may eat of their own fish tabooed by themselves even before the taboo of the tax officer is repealed.

22. *Of taxing unfurnished lands.*—In the third chapter, section 2, the following words shall be inserted:

If the tax officer perceive that the land is unfurnished, having but few men, then it shall be his duty to diminish the taxation in a due proportion. He shall not look at the size of the land merely, nor at the number of men only, but shall look at both together, and assess the tax justly, that the burdens of all the people may be made alike.

23. Of dispensing with labor days.—In the third chapter, third section, on page 30, the following words shall be inserted:

If the King choose to dispense with the labor of the people at any particular place on the islands, and instead thereof to lay a regular tax on the people, it is proper to do so, but the tax shall not exceed \$4.50 each man, according as is mentioned in the law. And if any man be taxed according to this permission, and he do not pay, he shall then be required to work the full number of days he has missed, and the same also with the land agents.

24. Of the enactment of new laws.—The constitution declares that:

No new law shall be enacted without the consent of the majority of the house of nobles and representatives. That is well, as the chiefs believe, but here is a further explanation.

"If His Majesty, the King, the premier, and the nobles resident near perceive a particular evil, and on that account think best to pass a new law, they may do it, and that law shall stand until the next meeting of the legislature, when it shall be at the option of the nobles and representatives to confirm or annul it."

All the words of these twenty-four divisions having been approved by the nobles and the representatives, we hereby confirm the same and subscribe our names this 31st day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III
KEKAULUOHU.

CHAPTER XIII.—*Law respecting the running of horses.*

Whereas at the present time certain persons are in the habit of running horses in some of the large villages of these Hawaiian Islands, and whereas children, and sometimes parents, too, are endangered thereby, and even life itself put to hazard; and whereas no benefit arises from such practice: Therefore, the nobles and house of representatives in council assembled have agreed to all the words of the following law.

1. By this law is prohibited all running or swift riding of horses on roads, streets, and all avenues in villages, and also in all places of assembly or public resort, and in all places where the traveling is abundant. Whoever violates this law, or does that which is forbidden in this section, shall be brought to trial, and on conviction thereof shall be fined \$5, one-fourth to the complainant and three-fourths to the Government, and the criminal shall also pay all damages sustained by any individual by his swift riding. The only places for running are off at a distance where people are not traveling.

2. Furthermore, all persons riding on horseback or in a carriage on streets where people are traveling shall ride in or near the middle of the street, in order that persons on the side of the streets may pass safely. Whosoever violates this law by design, or with an evil intention, and thereby brings a person into difficulty or inflicts an injury, that man shall be brought to trial, and on conviction shall be fined one-fourth to the complainant and three-fourths to the Government.

3. It is also taboo to train and teach wild and untrained horses on the streets where men are traveling. It is also taboo for men to assemble and ride for pleasure, a number together in villages, or with large numbers are walking and attending to their lawful business. Whosoever violates the prohibitions of this section shall be fined, on conviction thereof, \$5, one-fourth to the complainant and three-fourths to the Government. He shall also pay all the damages which any may have sustained by his fault.

4. It is also taboo to set at liberty wild cattle, or permit them to go large, or even to lead them carefully in the streets of a village or any place of public resort. Whoever shall do thus in violation of this law shall pay for all the loss or damage which anyone may sustain from him, and shall moreover pay a fine of \$5, one-fourth to the complainant and three-fourths to the Government.

5. Whosoever is punished for a breach of this law, or any prohibition of any section thereof, and shall afterward commit the same offense again, his fine shall be doubled, and it shall continue to be doubled for every repetition of the offense, even to the furthest extent.

Whenever this law is proclaimed in any village or district, the day of its proclamation shall be the day of its taking effect in that place, but even if it be not proclaimed it shall take effect at all places on these Hawaiian Islands on the 1st day of September of the present year.

All the words of this law having the assent of the nobles and representatives in council, we have hereunto set our names at Lahaina, Maui, on this 20th day of April in the year of our Lord 1841.

KAMEHAMEHA III.
KEKAULUOHU.

CHAPTER XIV.—*A law respecting mischievous beasts.*

Whereas there is at the present time a considerable number of people who are greatly annoyed by having their cattle held in confinement without cause; and whereas the former laws of this country applicable to mischievous beasts were unjust; and whereas some of the farmers are greatly annoyed by having their vegetables destroyed; and whereas there are many mischievous cattle: Therefore, in a council composed of His Majesty, the subordinate nobles, and the representatives, all the words of the following law were approved:

1. In all places where there is a considerable amount of cultivation it shall be illegal for beasts to go at large, unless the cultivated grounds are inclosed by a fence. If beasts are permitted to go at large in such places, and a beast destroy the food of any person, then the owner of the animal shall pay the owner of the food for all the food thus destroyed. Or if the animal were confined, but broke away from his confinement and destroyed food, the owner of the animal shall pay as above.

2. In those places where the cultivated grounds are surrounded by a fence animals may go at large, but if any animal be really mischievous and break away the fence or jump over it, then the owner of the animal shall pay according to the amount of food destroyed and the loss sustained by the injured person. But goats and sheep shall not be permitted to go at large at all in the vicinity of cultivated grounds, because they will not be confined by a fence; they will overleap it. Wherefore it is taboo for them to go at large in the vicinity of cultivated grounds.

3. If the fence become rotten, or if an adobe or stone fence fall down, by which means the cultivated grounds become exposed, then the animal, not being in fault and not being of a mischievous character, shall pay no fine. But if it was generally known that the fence was poor and out of repair, and on that account most of the people confined their animals, or if the officer had proclaimed that people must take care of their animals, and some one refused or neglected to take care of his, then he shall pay all damages done by his animals.

4. But the best course is, when it is perceived that the fence is defective, for the officer to repair it immediately. In making fences the labor shall be done on the labor days of the King, the land agents, and the people. They shall work twelve days in the month until the fence is finished, for it is not made for the benefit of the nobles only, but for the people also. But transient laborers shall not work unless they feed cattle.

5. Furthermore, in making public fences, those who own cattle and horses shall do more than those who do not. Five cattle shall be considered equal to one man, and in making fence if the officer think best to divide it into portions he shall have a right to do so, and it would be especially proper to give a separate portion to him that has cattle. But the estimate for cattle and horses shall be as mentioned above though if they are tied by ropes or feed in a separate pasture such animal shall not be counted.

6. If an animal stray away into the cultivated grounds of a man or into his inclosure, it shall be proper for the owner of the ground to seize the animal and kindly return him to the owner, or if not, then give information that the animal is confined, in order that the owner may come for him. But if any one unnecessarily hold the animal of another in confinement and do not restore him nor consent to the owner's taking him away, or if he do not give notice of the confinement, but retains the animal secretly, then the man who seized the animal shall pay all damage sustained by the owner.

7. If an animal be seized, and it is not known to whom he belongs, then the man shall take care of the animal for one month, feeding him well, making diligent inquiry whose the property is, but if the owner do not appear and is not heard of, the man who seized the animal may then act his pleasure and his will, but he shall make his seizure of the animal public, that it may be extensively heard of. If he conceal it, he is like a thief, but if he make it public and it is not called for he is then faultless. If the owner appear after the end of the month spoken of above, he shall pay the man who has taken care of the animal for all his labor, and take him away.

8. If the owner of the animal and the person who seized him do not agree, then the judges shall decide the case. But the animal shall be restored immediately, and the judges decide respecting the payment according to principles laid down above.

9. All those words are applicable both to house and yards and inclosed plantations, but if the gate of the inclosure be left open, then the animal is not in fault for entering. If a man leave the gate of his inclosure open for the purpose of enticing animals to enter, or if he go for the animals of another and drives them in or entices them to enter, and afterwards make application for damages, he shall be brought to trial therefor, and on being convicted thereof shall be punished as a thief, thus: If he apply for \$1 he shall be fined \$4; if he apply for \$2 he shall be fined \$8, and this shall be the rate of fine for all who make such criminal application for damages when the animals have committed no fault.

10. If an animal be tied by a rope and anyone goes in a criminal manner and loosens it or pulls up the stake, he then shall pay to the owner of the animal all the damage sustained by him, and shall pay for all damages done by the animal, and shall pay a fine of \$5.

11. Cattle and horses shall not go at large in streets of villages where there are many people traveling, nor shall they be tied there for feeding, and when travelers tie their horses in the streets it shall be done only on the side of the street and with a short rope; it is not proper in the middle of the street where people are traveling.

12. Even if a man's animal do criminally enter the inclosure of another, it shall be illegal for the owner of the inclosure to take the life of the animal or inflict any wound or break his bones. The proper course is to seize the animal and confine him, but not kill him. If one kill another's beast or inflict a wound upon him with a criminal intent, he shall pay all damage sustained by the owner of the animal. But if in seizing the animal he be wounded, or die, and is not killed outright, the man having no design of doing an injury, then he is not criminal.

13. These requisitions are applicable to all animals: Whatever animal he be that criminally enters another's premises to do mischief, the owner of the animal shall pay according to the amount of the mischief. If it be a cat or a dog the law applies to them and to all animals; also to dogs who go about from place to place destroying domestic animals in the field. The owner of the dog shall pay the damage.

14. Furthermore, if a man be traveling in the street or in any other place where it is proper for men to go and a dog, shall pay the injured person according to the amount of the injury. But if a man secretly enter another's premises in the night and be bitten, then the owner of the dog is not in fault; he shall pay no damage.

15. If a man be riding in the highway, it is improper for dogs to run out and bark at the horse, lest the horse start and the man fall. The dog which is often known to do so shall suffer death. And if a dog bark at a horse and the horse, being afraid, start or run and the man fall, then the owner of the dog shall pay the man who fell. If he were much injured, the pay shall be considerable; the judges shall estimate the damages. If this law be proclaimed in any village or district, the day of its proclamation shall be the day that the law shall take effect in that place, but even if it be not proclaimed it shall, nevertheless, take effect at all places on these Hawaiian Islands on the 1st day of September of the present year.

All the words of this law having received the approbation of the nobles and representatives, we have hereunto set our names, at Lahaina, this 23d day of April, in the year of our Lord 1841.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XV.—*A law respecting domestics, servants, and hired men.*

There is a certain class of persons who make it an important business to engage in the service of others. That is a perfectly honorable business if conducted right. But if conducted wrong, evil arises. Wherefore the nobles and representatives, in considering the subject, have thought well to give protection to that class, and by mutual counsel have established this law:

1. It shall be legal for every man to choose his place of residence at his own will, and let himself if he choose to do so. If a man make a previous agreement with the person whom he serves, then that agreement becomes a bargain and shall be fulfilled like all other bargains.

2. If one man live as a domestic with another engaging in his service, but without any other reward than his board and clothing, as has been a common custom in this country, such a course is legal and is not forbidden by this law. But herein is the evil. If a man live thus a length of time and then be taken sick, or suffer some misfortune, if he become feeble with age, it is then illegal for his master to dismiss him or send him faultless away. Whoever does this shall be brought to trial, and shall pay his servant whom he sent away such amount as the judges on examination of the subject shall think the misfortune the servant demands.

3. If one man live as the servant of another, as is a common way and a common practice among the people, and his master assign him a particular job of work, it shall be his duty to do it well, carefully regarding the charge of his master in all that he properly said to him; and if he do not thus, or if he conduct mischievously, he shall be fined in proportion to the damage sustained by his master through his disregard of his charge.

4. If one man live with another as his servant for a length of time according to the common custom of the country, it shall not be legal for the master to dismiss him without giving him previous notice, nor shall it be legal for him to leave his master without giving him previous notice, lest one or the other suffer an inconvenience. Previous notice must be given. Whosoever violates this law shall be brought to trial and be fined according to the damage sustained by him on whom it was inflicted.

5. If a man suffer want in consequence of not obtaining a sufficient quantity of food, and on that account does not perform the labor assigned him by his master, that servant is not in fault. He, however, should give immediate notice that his master may know it. But the best way to avoid all is to take a definite bargain in the first place, and that will prevent subsequent difficulties.

If this law be proclaimed in any village or district, the day of proclamation shall be the day of it taking effect in that place; but if it be not proclaimed, it shall nevertheless take effect on all places of these Hawaiian Islands on the 1st day of September of the present year.

All the words of this law having received the approbation of the nobles and representative body, we have hereunto set our names this 20th day of April, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA II
KEKAULUOHI.

CHAPTER XVI.—*Law respecting debts and usury.*

When men are trading with each other, it often occurs that one receives the property of another without paying for it immediately. In the estimation of this law, it is not well to run in debt, though it is not made absolutely taboo, for a man might sometimes be in straitened circumstances could he not run in debt, wherefore this protective law is established.

1. If two persons engage in a commercial transaction, or trade together and one runs in debt to the other, and they make a definite agreement respecting the debt, then payment shall be made at the time agreed upon. But if the debt be not canceled, then interest shall be paid at the rate of 1 per cent per month; and this shall be the rate

interest for all debts that are canceled at the time agreed upon. This requirement applies to common trade and to accounts which have not the signature of the debtor. But notes of hand having the signature of the debtor shall be interpreted according to the purport of the language contained in it. If the note specify that interest shall be paid, then it shall be so. But if the note do not mention interest, then there shall be no interest unless there be mentioned a particular time for payment, and that expire without the debt's being canceled, after which interest shall be paid as mentioned above.

2. Debts of promise, or accounts not having the signature of the debtor, if they are not canceled within a year from the time that interest commenced on them, shall be put into notes having the signature of the debtor. In the note the rate of interest shall be mentioned according to their mutual agreement; the law does not specify in such a case. And if there be no note given with the name of the debtor, then there shall be no interest after the first year. But if the debtor refuse or be absent, and on that account no note be given, then the judge shall be notified thereof, and from the time the judge receives the notice interest may be required.

If this law be proclaimed in any village or district, then the day of its proclamation shall be the day on which the law shall take effect at that place. But even if it be not proclaimed it shall nevertheless take effect at all places on these Hawaiian Islands on the 1st day of September of the present year.

This law having received the approbation of the nobles and representative body, we have hereunto set our names this 26th day of April, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XVII.—*Vagrant laws.*

Indolence is a crime involving the best interests of the State. Even in the days of old it was considered a crime, and at the present time it is perfectly clear that it is a misdemeanor. Those who live without labor live in direct disobedience to the commands of God and in disregard of the opinions of mankind. Wherefore in a council of the nobles and representative body this law was passed:

1. If a man be often seen running about or sitting idly without labor or devoted to play and folly, he shall be taken before the judge, and if he can not bring evidence that he labors sufficiently to pay for his board and clothing he shall then be put to hard labor for three months.

2. If he be again seen living in the same idle manner after he had been punished, then he shall be put to hard labor for one year.

3. If a man live in idleness because he have no land, then his destination shall be examined into, and if he be faultless he shall not be punished. But land shall be given him as the law requires.

By this law men and boys are forbidden to run in crowds after new things. Whosoever does this in an indecent manner shall be punished as follows: He shall be taken to the house of confinement and remain till he pay a fine and be set at liberty. The same also with those who obey not the police officer when he proclaims a prohibition.

It shall therefore be the duty of the police officers to watch carefully around the markets and places of public resort, that they may discover who they are who crowd after strangers, for these are indolent and lazy persons. Let them be taken before the judges and tried, and when convicted let them be punished according to the requirements of this law.

If this law be proclaimed in any village or district, the day of proclamation shall be the day of its taking effect at that place; even if it be not proclaimed, it shall nevertheless take effect on the day of September of the present year at all places on these Hawaiian Islands.

This law having received the approbation of the nobles and representative body, we have hereunto set our names this 23d day of April in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XVIII.—*Law respecting apprenticeship.*

It is a business of profit and beneficial to the country for men and children to learn the various handy crafts and new kinds of business and profitable trades, which relieve general necessity. It is therefore well for the parent to give up his child to learn such handy crafts, and it is well, too, for the man of mature years to go of his own accord to learn the same. As the nobles and representative body have reflected on the subject, they have thought proper to give such persons the protection of law, and have therefore agreed to the following edicts:

1. If a parent wish to give up his child to learn a trade, it is well for the parent and the teacher of his child to agree together in writing, and let it be specified in the writing how many years the child shall learn, how he shall live, and what shall be the pay.

2. If the child be indolent and disregard the directions of his master, or neglect the business or conduct badly, the child shall be brought to trial, and if it appear that he has conducted as above, or has violated the mutual written agreement, then the child shall pay all damage sustained by his master. He shall pay it in labor, and the time he shall labor shall be proportioned to the damage, to be decided by the judges.

3. The same also of the teacher of the child; if he conduct improperly, or do not teach the child according to the agreement, or if violate that agreement, then he shall pay all damage sustained by the child or parent, to be decided by the judges.

If this law be proclaimed in any village or district, then the day of its proclamation shall be the day of its taking effect at that place; even if it be not proclaimed, it shall nevertheless take effect on the day of September of the present year at all places on these Hawaiian Islands.

All the words of this law having been approved by the nobles and representative body, we have hereunto set our names on this 17th day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XIX.—*Law respecting lost and found goods.*

Men often suffer misfortunes without any fault of theirs, wherefore it is proper for the law to aid those who are thus unfortunate. All misfortunes which the law can relieve it should relieve. If a man's property be lost without his knowledge, it is well for the law to furnish the means of obtaining it. And if one find the lost property of another, it is well for the law to specify the course of procedure, lest there should be difficulty. Wherefore, in a council of the nobles and representative body all the words of this law were approved.

1. If a man's money fall in the street or in any other place and is lost, it is well for the owner of the property to proclaim it, or publish it in writing, or make it so public that it may be extensively known that he has lost his property. If the property should be of much value, it would be well to publish it in the newspaper, if there be one printed.

2. If it be proclaimed that the property is lost, or made public so that the people extensively hear of it, and one find the lost property and conceal it without making it known, he violates this law; and when his conduct is known, he shall pay the owner of the property an amount equal in value to the property which he found. If he found a dollar, he shall pay another dollar besides the original, which shall be restored. One-half of the fine shall go to the Government, but one of the principal.

3. If one finds lost property, he ought to restore it as soon as he learns whose it is. And if he do not know the owner of the property, make proclamation and tell it abroad, that men may extensively hear it. If anyone does like this, then the owner of the property shall reward him according to the amount restored. If their opinions are unlike and do not agree, then the judges shall decide between them, but the reward shall not exceed one-third of the property restored and shall be less if the judges consider it proper.

4. If a canoe go to sea and swamp, and is deserted, and afterward be found, he shall be rewarded as above and the canoe be restored. But if he obtained it with difficulty, the reward may be greater, in the discretion of the judges.

5. If one see another's beast straying away, or destroying another's land, it shall be his duty to restore the beast or confine him and inform the owner, and he shall pay the man who restored him the full amount of his labor.

6. If any property drift on shore, the owner not being known, as timber, fish, or any other property, if it be very valuable, one-half shall belong to the King and the other half to him who obtained it, but not so if it be of little value.

If this law be proclaimed in any village or district, then the day of its proclamation shall be the day of its taking effect in that place; but even if it be not proclaimed, it shall nevertheless take effect on the 1st day of September of the present year at all places on these Hawaiian Islands.

All the words of this law having been approved by the nobles and representative body, we have hereunto set our names on this 17th day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XX.—*Law respecting property in trust.*

Men, as they live and labor together, often commit property to other's care. Some men, too, obtain their living and their wealth taking care of the property of others. Inasmuch as there is a large amount of property committed to the charge of others, that property should be protected by the laws of the Kingdom; therefore, in a council of the nobles and representative body, the following law was approved.

1. If one man commits his property to the charge of another, he receive it, he shall take care of it according to their mutual agreement; but if there were no agreement, he shall take care of it according to the custom of all faithful persons. And the owner of property shall pay him according to their mutual agreement; or if he did not agree, he shall pay according to the common custom of business.

2. If one take the property of another in charge and do not take care of it according to agreement, he shall then pay all damage sustained by the owner of the property. And even if they did not agree he shall do as specified above. This law applies to all kinds of property, land, canoes, animals, and property of every kind.

3. If one man borrow tools of another, or cattle, or a horse, or anything else, and agree to return them when a particular specified time is done, then they shall do as they agreed. But if the tool or animal were injured in the hands of the borrower, he shall pay all the damage sustained by the owner of the property. If anyone borrow any thing or any article of another and do not return it at the specified time at the proper time for returning it, and on that account the owner suffer loss, then he who retains the property or does not take proper care of it shall pay all the damage sustained by the owner.

If the property be destroyed or injured by the providence of God, as by fire, the overturning of a vessel, a strong wind, or the like, then the man shall not pay damages; he shall pay damages only for his fault.

If this law be proclaimed in any village or district, then the day of its proclamation shall be the day on which the law shall take effect at that place. But even if it be not proclaimed it shall nevertheless take effect on the 1st day of September of the present year, at all places on these Hawaiian Islands.

All the words in this law having received the approbation of the nobles and representative body, we have hereunto set our names this 23d day of April in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA II.
KEKAULUOHI.

CHAPTER XXI.—*Law respecting parental duties.*

It is a great misfortune to children not to be well taken care of. It is the misfortune theirs only, the nation also suffers, for before many years the parents will all be gone, and all the business will be devolved upon the children, not merely the business of husbandry, but that of government also. Wherefore this is a matter of great importance, and it is well for parents to reflect and take care of their children and enlighten them. It is well for the law also to aid the parents

ing care of their children, wherefore in a council of the nobles and representative body, the words of this law were approved.

Parents and they only have the direction of their children without interference from others. If anyone interfere with them in the management of their children, the law shall aid them and punish him according to the aggravation of the offense, in the estimation of the judges.

If parents wish to commit their child to the care of another, it is for them to go before an officer and make their agreement in writing, and he being a witness to the correctness of the transaction, signing his name as such, the writing shall be legal. If there be no writing or no officer sign his name, the child can not be transferred, the true parents still have the direction of the child.

If a parent see his child to be in fault he ought to instruct or punish him according to the nature of his fault, and the same also of foster parents. They commit no crime by inflicting pain on a disobedient child. But those who punish unmercifully commit a crime, and shall be fined as those who commit an assault.

But if a parent maltreat his child, or do not furnish him with clothing, and other necessities, or chastise him unmercifully, it shall be the duty of him who sees it to inform the judges. And it shall be the duty of the judges to bring him to trial, and on evidence of this crime the judges shall have a right to take the child and give it to a good man, and the parent shall be fined to a sufficient amount to pay for the care of the child, and the fine shall be given to the child's new guardian.

If one man criminally entice the child of another into sin, he shall be fined as one actually guilty of the sin. But if it be not a crime in law yet it is a crime in the estimation of the parent and it is in accordance with his command, then the judge shall look at the nature of the offense and shall fine him who enticed the child to violate his parent's instruction, according to the magnitude of the crime in the estimation of the judges.

If the parents are not agreed in relation to the child, then the father's decision shall stand in law, though if the mother be the higher in rank, then the decision of the mother shall stand and not the father's. This requirement, however, does not apply to those children of chiefs who have been given away previous to the enacting of this law, and towards the parent died.

If a child be left without natural parents on account of their death or absence, then the foster parents shall have the direction of the child. If the child be illegitimate, then the mother shall have the direction of it, but if the mother be unfaithful, the judges shall have power to take the child from her at their discretion.

When the parent dies, then the child is the heir, if there be any living. The parent during his lifetime may sell his personal estate as he pleases, but the land and all fixed property on the land shall descend to the child. If he have many children, they all shall inherit it together; though if the parent while he is living and in his mind make a written will, he may bequeath his land to whom he pleases. When he dies the heir shall exhibit the will to the King. If the supreme judges perceive that there was a real fault in the will, they shall correct it, lest those to whom the property justly

belongs should be left destitute and those possess the property whom it does not belong.

If this law be proclaimed in any village or district, the day of proclamation shall be the day of its taking effect at that place, but if it be not proclaimed it shall nevertheless take effect on the 1st of September of the present year at all places on these Hawaiian Islands.

All the words of this law having received the approbation of the house of nobles and representative body, we have hereunto set our names on this 24th day of April, in the year of our Lord 1844.
Lahaina, Maui.

KAMEHAMEHA IV.
KEKAULUOHI.

CHAPTER XXII.—*Law respecting debtors.*

It is of vast importance to men engaged in trade that each party fulfill the agreement. If either fail, trade is embarrassed and the public injured, wherefore in a council of the nobles and representative body the following law was enacted:

1. If one man be in debt to another and do not cancel it at the time agreed upon, and on that account the creditor becomes anxious to fear lest he should not obtain the debt, he may then go to either of the judges who will thereupon attach the property of the debtor, but not remove it; he will merely place the property under his protection, after which no one can take the said property without leave from the judge.

2. If the debt be not paid within thirty days, then the property shall be sold at auction for the payment of it, and the judge shall receive his fees out of the said property, but not out of the debt. But if the debtor be suffering some misfortune from the providence of God, he shall then be allowed a full year, and the property shall not be sold at auction until the expiration thereof. But at that time if the debt be not canceled it shall be sold. If the money received for the property exceed the amount of the debt and the judge's fees, the balance shall be restored. Nothing shall be taken unjustly, and nothing wasted.

3. If anyone in a fraudulent manner become indebted to another and do not pay the debt, or if one become famous on account of frequently contracting debts and not paying them and have no property with which to pay, he shall then be put to hard labor for a length of time proportioned to the amount of debt, which shall be decided by the judges.

For regulations respecting the payment of interest, see law respecting debts and usury, page 101.

If this law be proclaimed in any village or district, the day of proclamation shall be the day of its taking effect in that place, even if it be not proclaimed it shall nevertheless take effect on the 1st day of September of the present year at all places on these Hawaiian Islands.

All the words of this law having been approved by the house of nobles and also by the representative body, we have hereunto set our names on this 18th day of May, in the year of our Lord 1844.
Lahaina, Maui.

KAMEHAMEHA IV.
KEKAULUOHI.

CHAPTER XXIII.—*A law respecting the hire of labor.*

Labor hire, as well as other kinds of hire, has at the present time become an extensive business. There are persons who obtain their living and property by laboring for hire. The law does not condemn that business, for it is proper. The law protects it. It would be a sad thing for the community if the law did not give protection to him who labors for hire. Wherefore, in a council of the nobles and representative body, the following law was enacted:

1. If one man hire another to perform labor, then they shall both be in strict conformity to their mutual agreement. If the agreement is made to labor by the day, then the laborer shall work faithfully, in accordance with his previous engagement. If he be indolent or idle, or work so sluggardly that little labor is performed, then his wages may be diminished; he may not be paid according to the promise, because the laborer has not labored according to their mutual agreement.

2. If a man engaged to perform labor by the job, he shall complete the labor at the time on which they shall mutually agree. The man shall also perform the labor faithfully. If anyone do his work imperfectly, or really do it badly, and does not finish it well, according to the promise, his pay may be diminished, or entirely withheld if the laborer do the work very badly. And if the employer suffer material damage on account of the fault of the laborer, then he shall pay all damages sustained by him whom he has injured.

3. If one man engaged to perform labor for another and the time of laboring be agreed upon or the time when the labor shall be completed, the laborer shall fulfill the agreement which they mutually made. If the labor be not finished at the time agreed upon and the employer suffer thereby, then there is a crime, and he who committed shall pay damage, according to the amount of damage sustained through his failure.

4. All laborers of every kind who labor for hire, and all persons who hire property, shall perfectly fulfill their mutual agreement. Whoever does not thus fulfill his agreement is criminal, and he shall be fined according to the amount of loss sustained by the other party.

5. If on account of sickness or on account of the judgment of God, a man fail to fulfill his agreement, then both parties sustain loss, none shall be exacted of him. A man shall be fined for his own fault only, not for the judgment of God. The judge shall settle all difficulties between persons who are trading with each other.

6. This law does not apply to rented lands, unless the agreement be made in writing, for it is only a written agreement which is binding in relation to rented lands and house lots; nor shall they then be binding for a long time, unless countersigned by the King and premier according to the constitution. And many, however, may have liberty to rent the land for a single year, according to a former agreement of the nobles.

This law has no special relation to common trade, for there is already another law in relation to that subject.

Should this law be proclaimed in any village or district of country, the day of its proclamation shall be the day of its taking effect. But

even if it be not proclaimed it shall take effect on the 1st day of September of the current year, and that, too, on all places of the Hawaiian Islands.

All the words of this law having the assent of the nobles and representatives in council, we have hereunto set our names at Lahaina, Maui on this 19th day of May, in the year of our Lord 1841.

KAMEHAMEHA II.
KEKAULUOHI.

CHAPTER XXIV.—*Law respecting partnerships.*

If any number of persons wish to unite their property for the purpose of accomplishing some great object, or for the purpose of trade it shall be legal to do so. The law shall give protection to such partnerships which shall be formed, as follows:

1. If any number of persons design to form a partnership of property for the purposes of trade or business, then they shall first agree together on the principles of their partnership and put that agreement in writing and put their names at the bottom. One copy, however, the writing shall not be sufficient. If there be two partners in the compact there must be two copies of the agreement; if three persons in the compact, then three copies of the agreement, the number of copies corresponding to the number of persons united in the partnership; the different copies must agree in every particular and every person must keep his own copy of the agreement.

When the agreement as to the partnership is completed it must be made public, that the people may hear it. The proper way is to print it; but if that be not done, then let the notice be written and the writing be made public, after which the whole number of persons included in the company become one in law.

When the public become acquainted with their partnership, or with the printed or written notice, then if any of the company make a promise to any individual, then that promise is the promise of the company. Thus, if any one of them contract a debt and decease, the remaining part of the company shall pay all his debts. So also if any person become indebted to one individual of the company, and that individual decease, then payment shall be made to the surviving members of the company.

Such are the regulations concerning partnership.

This law shall take effect on the 1st day of September of the current year at all places on these Hawaiian Islands. And all persons heretofore united in partnership and continuing their union after that shall be bound by this law.

All the words of this law having received the sanction of the nobles and of the representatives, we have hereunto set our names on this 18th day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA II.
KEKAULUOHI.

CHAPTER XXV.—*Of crimes not particularly defined by law.*

Men commit many crimes which are not definitely specified in the law, and it is not possible for the law to define particularly each

of offense, wherefore the nobles and representatives have agreed the following regulations:

1. If a man commit a crime of such a nature that it is not covered by any particular statute applies, then the judges shall refer to the nature of the crime and the kind of punishment which would be inflicted by the law; he shall also consider the principles of the new law in this regard and shall pass such sentence on the criminal as is required by the general principles of the new system require.

2. Furthermore, all persons accessory to the commission of crime shall be punished in the same manner as the principal. These things shall be particularly defined in some other law.

Whenever this law shall be printed and the judges have approved it, it shall then take effect on all places in these Hawaiian Islands.

This having received the sanction of the nobles and representatives we have hereunto set our names on this 15th day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III
KEEKAHUAHII

CHAPTER XXVI.—Law respecting the labor of criminals and the public works.

At the present time much evil results from the keeping of a great number of criminals at the same place. Crime has increased to such an extent that the interests of individuals, and on account of the great number of labor at the same place they are in great expense and great trouble to the State from the practice.

Wherefore, in a council of the nobles and of the representatives the following law was enacted:

1. If a man be made to serve at hard labor on account of crime he shall not work for any particular object; he shall be employed in the public works. The following is properly included within the term public works: making of roads and fences for the public, planting of trees, and other works which are not for the private interest of any particular person or individual person.

2. If a man be made to serve at any productive business, it is well that when the avails are realized they shall be devoted to the public works of the nation. Such income may properly be devoted to the payment of government debts, to the payment of the officers, the purchase of guns, powder, paying for roads, or supplying persons.

3. Males and females shall not be made to work together, nor shall they sleep in the same house, nor in the same place, they shall be kept separate.

4. Females shall not be made to serve at labor appropriate to men, nor shall they at any labor inappropriate to females. The carrying of loads, the carrying of mail, branding of land, and the carrying of the public works, and such like labor as is appropriate to females—these shall be the works at which females shall be employed. But no female shall be made to serve at hard labor.

5. If any officer shall act contrary to the regulations of this law and shall make males and females to work together, or to sleep in the same house, or shall compel a woman to perform labor not appropriate to her sex, or shall make one to perform labor for himself, personally, or for a particular object, the officer who does any of these things shall be punished.

person sustain the punishment of that man or woman whom he has thus treated.

When this law shall be printed and put into the hands of the officers then it shall take effect at all places on these islands.

All the words of this law having been agreed to by the nobles and by the representative body, we have hereunto subscribed our names on this 18th day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHII.

CHAPTER XXVII.—*Statute regulations respecting ships, vessels, and harbors.*

1. It shall be lawful for ships and vessels of all countries at peace with this, and engaged in lawful pursuits, to come to and anchor at the roadsteads, ports, and harbors of the Hawaiian Islands. No embarrassment shall be thrown in their way by the governors or local authorities of any place. No impost, duty, or tax shall be required except by express provision of law.

2. Pilots shall be established at all the Hawaiian ports where pilots are necessary. His Majesty the King, together with the premier and governor, shall make the appointment and give the commission. Such commission shall state the wages of pilotage.

3. If any man in a deceitful manner shall present himself as a pilot and act as pilot at any of the harbors of the islands and take the pay of a pilot without first having received a certificate of appointment from the King, is guilty of a violation of this law. He shall be brought to trial, and on conviction thereof shall be fined \$10, and shall furthermore restore whatever he deceitfully received in payment. And if he involve the ship in difficulty he shall pay to the captain damages sustained by him, or in default thereof shall be imprisoned one year.

4. If any pilot shall deceitfully take higher pay than is allowed on his certificate of appointment, he shall on conviction thereof be fined four times the amount which he deceitfully claimed; thus, if he took one dollar wrongfully, he shall pay four, and if he took ten wrongfully he shall pay forty.

5. It shall be the duty of all pilots or harbor masters to give every captain of a foreign vessel the laws of the harbor where such vessel anchors, and the captain shall give him a certificate of acknowledgment that he has received said laws. If any pilot or harbor master shall neglect thus to give a copy of the laws and the captain of the vessel thereby becomes involved in difficulty because of his ignorance of the laws, then the pilot or harbor master shall be liable, and shall pay to the captain the full amount of all damages sustained by him.

6. When a merchant vessel arrives at any port or harbor of the Hawaiian Islands, no goods shall be landed from a foreign country until a correct manifest giving a full account of the goods be delivered into the hands of the harbor master. If the captain have the charge of the sales, then he shall deliver the manifest; but if he have not, and the goods are consigned to someone resident on shore, then he to whom the property is consigned must deliver the manifest.^a When

^aThe manifest must state the quantity and kind of goods.

the harbor master receives said manifest, he will then give a certificate of permission that said goods may be landed. If the certificate be not given, then the goods must not be landed. Whoever violates this law or intentionally evades it, and whoever delivers a false manifest, shall be brought to trial, and on conviction thereof shall be fined to the amount of one-fourth of the value of all the property wrongfully landed by him.

7. When goods are once landed, having been registered on the manifest, it shall not be proper for the captain again to take them on board his vessel, nor shall it be proper for him to take other property on board without giving, previous to his departure, a correct manifest of said property. Whoever violates this law or evades it shall be fined to the amount of one-fourth of the value of all the property thus illegally taken away.

8. On the last day of December of each year the harbor masters having faithfully preserved the manifests spoken of in the sixth and seventh sections, shall deliver them all into the hands of the governors, who shall deliver them to the premier of the Kingdom.

9. Ships which come to these islands for the purpose of obtaining refreshments, or for repairs, must first render a clear and explicit account of the kind and amount of purchases designed to be made, and this written account must be delivered into the hands of the harbor master of the port; and if he wish to pay for such refreshments in any other articles except money he must state what articles. And if he purchase articles not mentioned in the written account, or if he sell any article not mentioned in the first writing, then previous to his sailing from the port he shall give in another correct account. Whoever violates this law or evades it, and whoever gives in a false account, shall be brought to trial and on conviction thereof shall be fined \$200.

These accounts also shall be preserved in the same manner as those mentioned in section 8.

10. If any vessel arrived from a foreign country having a passenger on board, then the captain shall give immediate notice, in writing, of the name, country, age, and business of said passenger. And he shall neither set at liberty nor permit to be landed said passenger nor his property until the harbor master has seen said writing. Whoever violates this law shall be fined \$1,000.

11. No master of a vessel shall discharge or leave any of his men to remain on shore without the consent of the governor or his agent in writing. Whoever violates this law shall pay \$60, and he who is thus discharged shall leave the islands by the first suitable vessel. But if he do not leave according to this requirement, then he shall be treated as the deserter spoken of below.

12. If any foreigner desert from a foreign vessel it shall be the duty of the captain of that vessel to make it known immediately to the harbor master, who will search for the deserter. If said deserter be found in the harbor where the vessel is at anchor, then the captain of the vessel shall pay to the harbor master \$6, and the deserter shall be returned to the vessel. If he be found at the place remote from the anchorage, or on the mountains, or at a distance of 10 miles, then the reward shall be \$12. But if he be found on another island, then the reward shall be \$24.

If the deserter be kept on shore and boarded, the pay required will be half a dollar per day, though this section does not prevent a special

agreement between the captain of the vessel and harbor master respecting the deserter, provided it be entered into previous to his being taken.

If a foreigner deserts, and the vessel from which he deserted sails without the captain's having given notice respecting said deserter, if he delay to give notice for forty-eight hours after the desertion of the man, then he shall be considered to have discharged his man and shall therefore be fined according to the requirement of the eleven section of this law.

13. Every foreigner who deserts or comes on shore secretly without the knowledge of the governor or his agent is obnoxious to this law. Whoever does it shall be put to hard labor, from which he shall be freed until he leaves the country. He may also at the discretion of the nobles be dispossessed of all his property.

But if the nobles think best to leave him his property and substitute a flogging, it shall be lawful, though the stripes shall not exceed thirty.

14. If any native or foreigner residing on shore entice a man belonging to a foreign vessel to leave his vessel, or if anyone conceal a foreigner on shore, or if anyone see a deserter and understand him to be such and do not give notice to the harbor master nor to the nobles, then he shall be considered as accessory to the desertion, and shall be fined \$6, one half to the captain of the vessel from which he deserted and the other half to the government.

15. It shall be the duty of the governor and officers and of the people at large, as well as of the land agents, to be on the alert, and when they see a foreign deserter seize him and deliver him to the harbor master. Whoever seizes a deserter thus shall receive one-half of the reward.

16. If any foreign vessel be in difficulty, be wrecked, or suffer from a severe storm, or if in straits of any other kind, it shall be the duty of the governors and all local authorities and all the people to assist within their ability him who is thus distressed. And they shall receive their pay by a salvage of the part of the property rescued by them. If there be no previous contract and the owner of the property refuse those who saved it do not agree, then referees shall be appointed to decide the amount of reward.

If any foreign vessel arrive at any Hawaiian port or harbor the captain of which have mutinied or have committed any misdemeanor by which the captain of the said vessel is brought into straitened circumstances, it shall then be the duty of the governor or harbor masters and of the officers to aid the captain of the vessel, and if he wish the criminal part of his crew put in confinement on shore they shall be merely confined. No other punishment except confinement shall be inflicted. Though if they break the Hawaiian laws then they shall be punished according to law.

If any master of a vessel wishes to discharge one of his men on shore in accordance with laws of his own country and the consul of that nation consent to take him under his care and return him to his own land, such a procedure shall be proper. Captains of vessels and consuls shall not be hindered in doing so, though the governor must be informed thereof.

No captain of a foreign vessel shall receive on board his vessel any native to proceed to sea, nor shall any native go on board any foreign vessel unless he obtain the written consent of the governor or

it, nor shall he continue a man on board for a longer period than certificate allows. Whoever violates this law or evades it shall be fined \$400.

If any master with a foreign vessel wishes a native to sail on board vessel it shall be the duty of that master to go to the harbor master for the man he desires, or if he can not obtain them then the harbor master will search for them. But the men shall not sail till they give the assent of the governor. When that is obtained, then the captain shall fill out the blank in the following bond and sign it, after which he may receive the man on board.

The bond is as follows:

I ———, master of the ship ———, of ———, hereby declare that I have agreed with ———, a native of the Sandwich Islands, to serve on board the ship under my command, I hereby pledge myself and said vessel in the sum of \$200 to return said native to the Sandwich Islands within two years from now, provided he then be alive, and I will pay him wages according to agreement on shipping articles.

When the above writing is properly completed and delivered into the hand of the harbor master then the man may go. If any master of a vessel take a man in violation of this section of this law he shall be fined \$400.

If a native desert from the vessel on board which he shipped, for which reason the captain of the vessel is unable to return him according to the above bond, then it shall be the duty of the captain, previous to the expiration of the time mentioned in the bond, to make known the reason of his not returning said man, and having been established by good evidence that there was no fault of the captain's, then the judges shall clear him from the payment of the bond.

If any seaman of a foreign vessel run in debt on shore and do not pay it, that debt shall not be demanded of the captain unless he had given his consent previous to the contraction of the debt, nor shall any seaman be put in confinement for debt unless it be contracted in a wrongful manner, in which case he may be confined. If the debtor have property on board the ship the debt shall be paid from that. This section does not forbid the confinement of those who have committed a criminal offense.

If a foreigner from a foreign vessel commit a criminal offense on shore and the criminal escape on board the vessel and the police officers go for the criminal and he is retained by the captain of the vessel and not delivered up, then the captain and the ship shall be held accountable for the crime.

If any vessel secretly take away a prisoner the fine shall be \$400 and the prisoner shall be returned. If he be not returned then the captain of the vessel shall also be held accountable for the crime of the prisoner and shall pay whatever the law requires [of the criminal].

If the governor perceives that the laws are disregarded by any vessel, he shall have the power to detain the vessel, or the captain of the vessel, or the property of the vessel, as he shall judge proper in order to enforce the laws.

It shall be lawful for the harbor masters of the various harbors to call for the papers of the vessels which anchor at these islands. If they are called for and not presented, then the vessel shall not trade at all at these islands, and no privilege shall be granted her here, and the governor may act his judgment in the case. But if the papers are

presented the harbor master shall by no means take the papers away from the ship.

All captains and masters of vessels coming to these islands and regarding the laws of the same shall enjoy full protection and succor in the same manner as native-born citizens of the Hawaiian Islands.

If it should be discovered that any captain of a foreign vessel has violated the laws of the harbor and then leaves and goes to another harbor, he shall not be permitted to trade there, nor to enjoy any privilege until he has settled for his fault according to law.

The same also in relation to vessels violating the law and leaving but afterward return, and even though under another captain, it shall be the same, no privilege shall be granted until the crime formerly committed be settled for. And the governor shall pursue such course as he perceives to be necessary in order to carry out the law.

If any vessel arrive and lie off and on or even anchor at any place at the Hawaiian Islands, and at once commit any act in violation of the laws before the harbor master or pilot arrive, then the captain of the vessel and not the pilot shall be accountable for that crime.

LAWS APPLICABLE TO THE HARBOR OF HONOLULU ONLY.

Vessels approaching Honolulu and desiring a pilot will set the national ensign and pilot signal, on which he will go off immediately and shall be rewarded according to the following rate: For taking a vessel in, \$1 per foot; for taking a vessel out, \$1 per foot.

When a vessel arrives in the harbor then the harbor master shall immediately go on board and carry the harbor laws according to the requirement in section 5. Then the captain shall exhibit the papers of the vessel and make known the business for which the vessel has come. He shall also deliver to the harbor master the manifests specified above.

Vessel entering the harbor for refreshments or for repairs and for trade, will pay harbor duties as follows:

For the outer harbor, 6 cents per ton; for the inner harbor, 10 cents per ton; for the buoys, \$2.

But if the vessel have goods on board selling at regular sale, then she shall pay the same rates as are paid by merchant ships.

4. Vessels entering the harbor for purpose of trade will pay harbor duties as follows:

For the outer harbor, 50 cents per ton; for the inner harbor, 60 cents per ton; for the buoys, \$2.

Any foreign vessel entering this harbor and then leaving it for some other harbor of the Hawaiian Islands shall not on its return to this place be required to pay harbor duties again. But if she visit a foreign country or prosecute her business at sea and then return, the vessel shall pay duties as on her first entrance. But if a merchant vessel be driven in by stress of weather or by misfortune and do not enter for purposes of trade, then the said vessel shall pay the same duties as vessels entering for refreshments. If after entering the harbor the vessel trade to small amount, not exceeding \$1,000, she still does right.

all vessels which land or take off a considerable amount of cargo shall pay the 50 or 60 cents per ton according to the above requirement.

5. If it be a Hawaiian vessel and have a Hawaiian register, she shall pay no harbor duties. If the vessel be owned by a resident foreigner

who has taken the oath of allegiance to this government the vessel shall pay no harbor duties. If the vessel be owned by a foreigner having a dwelling house or shop on shore where he permanently resides, though he have not taken the oath of allegiance, the vessel shall pay but half duties. But if the vessel be owned by two or more persons, one of whom resides in a foreign country, there shall be no diminution of the harbor duties.

6. All vessels at anchor are forbidden to throw any rubbish overboard in the harbor. Let it be carried on shore. Any vessel throwing its rubbish into the harbor shall be fined \$1 for the first offense. If done again, \$20, and thus the fine shall be doubled for every repetition of the offense.

7. Furthermore, at half past 7 o'clock in the evening the gun shall be fired from the fort, when all boats and vessels shall return to their ships; the whole must return, and at 8 o'clock another gun will be fired. When the second gun is heard there all vessels [residing on shore] will be seized and delivered to their respective owners, who will pay to the police officers \$2 for each vessel which is seized. And it shall be the duty of the police officers to examine and search all the houses of entertainment and other places frequented by these people. And whatever native or foreign resident shall be found in violation of this law shall pay \$10. And whoever shall oppose the police officers will forfeit his vessel and the persons shall be fined \$10.

8. No vessel shall leave the harbor until a certificate from the harbor master shall be granted certifying that the port regulations have been complied with, for which he has the right to demand \$1. And any vessel which sails without such certificate shall be fined \$10. And the port is hereby forbidden to take any vessel out of the harbor until such certificate is presented. And those vessels which take charge of the papers of ships belonging to their respective owners are forbidden to deliver up the papers until the regulations of the harbor are complied with.

LAW APPLICABLE TO THE PORT OF LANA'IA WHARF.

1. Whenever a foreign ship or vessel shall arrive at Lana'ia wharf, it shall be visited as early as convenient by the harbor master, who shall report to the commander of the foreign vessel a certificate of his appointment, signed by the governor of the island.

2. Every master of a foreign vessel who comes to the port for purchasing refreshments for his vessel at Lana'ia wharf shall pay to the harbor master \$10, in return for which said master shall be entitled to receive 5 barrel of provisions, with the privilege of purchasing at the lowest price in the market supplies for his vessel, and to the privilege of the harbor. He shall also be entitled to the protection of the harbor for himself, his officers, his men, and his property as long as he remains under the command over the laws of the island.

3. It shall be considered irregular for a ship from foreign ports to spend the night on shore without the leave of the governor, and who

The harbor master shall pay the \$2 to the police officers. But if the vessel owner shall pay the \$2 to the police officers, the harbor master shall be exempted from paying \$2, as a once will all persons who have been arrested.

ever is found on shore one hour after sunset shall be put in confinement until morning and then be delivered to the master of the vessel to which he belongs, who shall pay to the harbor master \$6^a for every man thus delivered.

4. If on account of sickness or for other reasons any master of a vessel shall wish to have his men on shore during the night, he shall first apply to the governor of the place, and, receiving his permission, the men may reside on shore, but shall remain within the limits assigned them by the governor, or shall be subject to confinement and penalty according to the third section of this law.

5. Henceforth two lights will be kept burning, one directly above the other and opposite the entrance for boats. All ships anchoring at Lahaina and making any purchases shall pay \$1 each toward the support of said lights.

When these laws are printed and given to any captain of a vessel then the laws will be applicable to that vessel. And on the 1st day of September of the current year they will become binding in all parts of the Hawaiian Islands.

All these harbor laws are enacted by the nobles and representative and we have set our names on this 4th day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XXVIII.—*A law to promote the quiet of the night.*

Whereas it has become a real evil that many persons by making loud noise in the night so disturb the rest of quiet persons that they can not sleep; and whereas innocent persons are thus made to suffer through the fault of the guilty; and whereas it is the business of the law to relieve the distresses of the people and protect the injured; therefore, at a council of the nobles and of the representative body, the following law was enacted:

1. All loud hallooing and other noise by night are taboo. If one call loudly to another by night, after 9 o'clock, and that too without good reason for thus calling, or make a noise without a reason for it, or sound an instrument unnecessarily, that man commits a fault, and shall be fined from \$1 to \$5, according to the magnitude of his offense, and if the police officers or judges think it necessary to confine him in prison till morning, they may do it.

2. This statute applies to all who go about in a riotous or tumultuous manner by night, and it applies to every kind of noise which disturbs the rest of those who sleep. But if a man be in straitened circumstances, he may call aloud, as in case of fire, or if there be any other just reason for the noise, it may be made, but there shall be no hallooing or noise unless there be a necessity of it.

If this law be proclaimed in any village or in any district, then the day of its proclamation shall be the day of its taking effect at that place, but if it be not proclaimed, then the 1st day of September of the current year shall be the day of its taking effect at all places of these Hawaiian Islands.

All the words of this statute having been fully approved both by the

^a Since altered to \$2.

house of nobles and house of representatives, we have therefore set our names hereunto on this 6th day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XXIX.—*A law respecting gambling.*

Whereas there are many people who neglect profitable business which would be of advantage to themselves, their children, and the country, and spend their time in employments which waste their property and do injury to their children, it therefore becomes the duty of the law to ward off these evils and seek to promote the greatest good. These are the reasons for enacting the following law:

1. If two persons gamble and one win of other, if the sum be actually paid down before the face, they shall each pay a fine equal to the full amount of the wager. But if they merely make mention of property as a mere symbol, then they shall each pay a fine of \$5. But if the property thus symbolically mentioned is very small, then the fine may be diminished in proportion to the value of the property poken of.

2. If the gambling be done on the Sabbath day then the fine shall be double what is mentioned in the first section.

3. If children below the age of 14 years gamble, then the punishment shall be committed to the parents, but if they do not inflict any, then the law will be applicable.

If this law be proclaimed in any village or district, then the day of its proclamation shall be the day of its taking effect in that place, but even if it be not proclaimed it shall nevertheless take effect on the 1st of September next.

This law has received the approbation of the house of nobles and house of representatives. We have therefore subscribed our names on this 11th day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XXX.—*A statute respecting forgery.*

From ancient times down to the present all men have well understood that forgery is a great crime. Then it was death, but at present the law is not so severe as it was then. It must, however, be prohibited, and so great a crime must be punished.

Wherefore, in a council of the nobles and representative body, all the requisitions of this law were approved.

1. If one individual deceptively subscribe the name of another to any writing for any purpose of gaining possession of his property, or obtaining something valuable, he shall be punished in the same manner as a thief. Whether he actually gained possession of the property or not makes no difference. If, however, he did not gain possession, he shall merely pay quadruple, but if he gained possession, he shall then pay quadruple, and in addition shall restore the principal. If the forgery were for a large amount of property, he shall be banished. The punishment shall be precisely as in the case of theft.

2. If anyone deceitfully subscribe the name of another to any writing, which does not endanger property, he shall then be punished according to the nature of the offense. If anyone suffer in any from the writing, then the criminal person shall pay according to amount of suffering, which is to be submitted to the discretion of judges, they examining into the nature and magnitude of the offense.

3. If a man commit the like offense again, after having been punished, he shall then be banished to another country, at the discretion of the judges, they considering the magnitude of the offense.

If this law be proclaimed in any village, or in any district, the day of its proclamation shall be the day of its taking effect at that place, but even if it be not proclaimed, it shall nevertheless take effect in all places on these Hawaiian Islands on the 1st day of September of the current year.

To all this the nobles have given their approbation, and also the representative body; we have therefore hereunto set our name this 19th day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA IV.
KEKAULUOHI.

CHAPTER XXXI.—*Law respecting the counterfeiting of money.*

In the management of trade men must necessarily make use of money. It is in that estimates are made; it is also the basis of all contracts, and is the article in which debts may always be canceled. Therefore, if any man adulterate the money so that it becomes of unequal value, the community suffers, trade is embarrassed, the property of individuals is not safe; wherefore, in a council of nobles and representatives the following law was enacted:

1. If anyone counterfeits a coin for the purpose of trading fraudulently, or if anyone take counterfeit coin, made by another, for the purpose of trading it away, as one trades away good money, that person shall be brought to trial and, on conviction thereof, shall be banished to another land, there to remain for the term of five years.

2. If anyone be accessory to the making of false coin, or keep one's making it without giving notice thereof to the government, or if anyone endeavor to increase his property by trading in false coin, or in money which he knows is not good, he is guilty of the crime as the one spoken of in the first section. Whoever does it shall be brought to trial and, on conviction thereof, shall be banished to another country, there to remain for the term of five years.

3. If any man receive counterfeit coin from another and pay it away again to a third person without knowing it to be bad money, he commits no crime, but that money shall be returned to the former possessor, and he shall pay good money in place of the bad which was returned.

4. If anyone receive money which is counterfeit, and afterwards cover it, or hear from one who is acquainted with it that it is counterfeit, then that man is criminal if he trades it away to another without giving notice that it is counterfeit. Whoever does thus shall pay good dollars for every bad, and in addition to this shall pay one dollar to the government. And this shall be the rate even to the furthest extent.

If the criminal be a foreigner and from another country, and he forfeited the money at some other place, but landed on these shores with said money in his possession, the law will in that case be applied to him in the same manner as it does to native-born citizens who commit the crime on shore.

On the 1st day of September of the current year this law shall take effect at all places on these Hawaiian Islands.

All these edicts having been approved by the house of nobles and representatives, we have hereunto set our names on this 7th day of June, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III.

KEKAULOHU.

CHAPTER XXXII.—*Law respecting perjury.*

There is a distinction between falsehood and perjury. If a man be brought to trial for the commission of some fault, and he denies it, although really guilty, still he is not a perjurer. He is only guilty of falsehood. The following is perjury: If a man be brought to trial before the judges, and there come forward a witness, and take hold of the Word of God, and swear by it to speak the truth, and afterwards state that which is false for the purpose of freeing a guilty man from punishment, he is a perjurer. If a man merely make a mistake that does not make him a perjurer. But if a man designedly attempt to deliver a guilty person, or involve an innocent one, and in consequence of such design, states a falsehood, or conceals what he knows, he is a perjurer, and the following law shall apply to him.

This law applies to him who stands before the chiefs and judges, and gives testimony at a trial, and that testimony proves to be false. Such act is highly criminal, wherefore in a council of the nobles and representative body all the words of this law were approved:

. If a man be brought to trial and a witness come forward and lay his hand on the Word of God swear to speak the truth, and afterwards testify falsely with a design to procure the condemnation of the accused or the acquittal of the guilty, his punishment shall be as follows: If the statement have reference to the life or death of a man, he shall be banished to another country, there to remain for the term of from ten to fifteen years, according to the magnitude of the offense.

If his testimony have no reference to the life or death of a man, he shall be whipped twenty lashes, and then suffer such further punishment as he thought to bring on an innocent person, or as he thought to free a guilty person from. Thus, if he testify falsely that a man is stolen, he shall then suffer the punishment of a thief. If he testify falsely that a man has been guilty of rioting, he shall suffer the punishment of a rioter.

If a man be suspected of perjury, he shall not be punished until another witness appears than the one who was belied should come forward, a witness having no interest on either side, and that impartial witness should so testify that it becomes clear that the accused man did not testify falsely, then his guilt shall be considered as established, and he shall be punished as specified above.

If a man be punished for the crime of perjury, he can never afterwards appear before the chiefs or judges as a witness; his words shall never again be received as truth.

This law shall go into effect on the 1st day of September of the current year at all places in this archipelago.

All the words of this law having received the sanction of the house of nobles and house of representatives, we have hereunto set our names on this 7th day of May, in the year of our Lord 1841, at Lahai Maui.

KAMEHAMEHA III
KEKAULUOHI.

CHAPTER XXXIII.—*Law respecting assaults.*

Listen, ye people of all lands, the high and the low, for no man shall escape who disregards the words herein written:

1. This law forbids quarreling. If two persons quarrel and one strikes another with his fist or anything else, but without hurting him much, he shall be fined \$6 as in case of riot. If a severe wound is inflicted, the fine shall be increased, even to the farthest extent, proportioned to the injury done to the wounded person.

2. If one way lay another by night or even by day, or go slyly to his place and attack him by force, and commit an assault upon him, strike him, or give him a blow with the fist, and yet do not kill him, or if two persons meet each other in the street and one use violence against the other, on account of some previous ill will, and do him an injury, all these crimes are alike. If any man do either or all these things he shall be brought to trial, and on conviction thereof shall be banished to another country, there to remain for the term of four years. But if the judges discover some mitigating circumstance he may diminish the number of years, or substitute a fine of money, of from one to five hundred dollars, according to the magnitude of the offense.

If this law be proclaimed in any village or district, the day of proclamation shall be the day of its taking effect in that place, even if it be not proclaimed, it shall nevertheless take effect at all places in this archipelago on the 1st day of September of the current year.

All the words of this law have been approved by the house of nobles and house of representatives, and we have therefore subscribed our names to the same on this 31st day of May, in the year of our Lord 1841, at Lahaina, Mani.

KAMEHAMEHA III
KEKAULUOHI.

CHAPTER XXXIV.—*Law respecting lewdness.*

This law forbids lewdness. A man and woman who are not married according to the laws of the land, and sleeping together carnally, they are lewd persons, and according to this law shall be condemned and punished, as specified in the following particulars:

1. If a man commit a rape upon a woman, making use of force against her, because the woman does not assent to his solicitations, and actually have carnal intercourse with her without the consent of the woman, the fine of that man shall be \$50. But if the man thus committing a rape upon a woman be a man of distinction, or a man of property, or if the woman be a person of distinction, and the circumstances of the man have special aggravations, the judges may increase

ishment of the man thus highly criminal, and if the judges think that they may banish him to another land, there to dwell for four years, or they may put him to hard labor in a prison, at the discretion of the judges.

2. If a man by violence attempt to commit a rape upon a woman, and the woman by fleeing, or by her strength, or by making an outcry, or by the aid of another escapes, so that the man has no carnal connection with her, he shall in that case be brought to trial, and on conviction thereof shall be fined to half the amount of the man who actually consummates the crime. In all cases of punishment for rape one-fourth of the fine shall go to the government and three-fourths to the assaulted woman.

3. If a man go secretly to the place of a woman while she is asleep for the purpose of having carnal connection with her without her consent, that is the same as rape. A man that does this shall be brought to trial and on conviction thereof shall be punished in the same manner as in case of rape mentioned above.

But a woman of bad character, even though she suffer violence, shall receive no part of the fine of the condemned man. Women of good character, and they only, shall receive a portion of the fine from the criminals.

4. If a man have a wife of good character, having never been involved in law, and having no appearance of being vicious, if that husband take another woman and sleep with her, then that innocent wife may say a word in relation to her husband. If the wife chooses to separate from him for life, she shall have a right to do so, and she may marry another husband. In that case the adulterous husband shall be banished to another land, there to remain for four years. But if the woman choose to continue with her husband, she may do so, and he shall not be banished to another land, but shall be punished as follows: He shall pay a fine of \$30—one-half to the husband of his accomplice and one-half to the Government—though the police officer shall take his portion before the division is made. But if his accomplice have no husband, then the whole shall go to the Government and the police officer. But if the fine be not paid in money nor other property, he shall then be made to work in the prison for the term of eight months. But if the wife of the said man be of bad character, then she shall have nothing to say in the case; they shall not separate; the man shall not be banished to another land. His fine shall be \$30, or he shall be put to hard labor as required above.

5. The same that is required in relation to the husband of a respectable wife, when that husband is guilty of adultery, the same also shall be required in relation to the wife of a respectable husband when that wife commits adultery. If that woman take another husband, and they keep together, then her own proper husband shall have a word to say respecting her. If he choose to separate from her for life, he shall have a right to do so, and he may marry another wife. In that case the adulterous wife shall be banished to another land, there to remain for a term of four years. But if the husband choose still to remain with his wife, he has a right to do it, in which case she shall not be banished to another land, but shall be punished as follows: She shall pay a fine of \$30—one-half to the wife of her accomplice and one-half to the Government—the police officer, however, shall take his portion before the division is made. But if her accomplice have no wife,

and the teacher who instructs him, or other persons of respect perceive that said prisoner appears well, appears quiet, having appearance of repentance, then on their giving notice to the governor he may set said prisoner at liberty, and he shall serve no longer be confined longer. It is ended; he is pardoned. But this does not apply to those who are banished to another land.

If this law be proclaimed in any village or district, then the day of its proclamation shall be the day of its taking effect in that place; even if it be not proclaimed, it shall nevertheless take effect on the first day of September of the current year at all places in the archipelago.

All the words of this law have been approved by nobles and their representatives; we have therefore hereunto set our names this 23d day of May, in the year of our Lord, 1841, at Lahaina, Maui.

KAMEHAMEHA III
KEKAULUOHI.

CHAPTER XXXV.—*A law respecting the racing of horses secretly.*

The law respecting the abuse of animals is well understood by the people, but still horses are not safe. There is a considerable number of persons who go secretly and seize horses in the night and race them, and by such a mischievous course some horses have been killed. It is clear that there is a very great crime, but there is no statute which particularly prescribes the punishment. Wherefore, in a council of the nobles with the representatives, the following statutes were enacted.

1. If one seize the horse of another secretly by night, without the knowledge of the hostler, or by the owner of the horse, and race him, the criminal person shall pay \$25—\$10 to the owner of the horse, \$5 to the informer, and \$5 to the government. If the horse be damaged, he shall in addition pay to the owner of the horse the full amount of the damage. If he do not thus pay, he shall be flogged 20 lashes and then put to hard labor for the owner of the horse for the space of two months, and two months more for the informer, and if the horse were injured by him, the labor for the owner of the horse shall be prolonged according to the amount of damage sustained.

2. If a man repeat the offense described in the first section after he had been once punished, his punishment shall be double to his former one.

If this law be proclaimed in any village or district, the day of its proclamation shall be the day of its taking effect in that place, but if it be not proclaimed, it shall nevertheless take effect on the 1st day of September of the current year at all places in this archipelago.

All the words of this law have been approved by the nobles and their representatives. We have therefore set our names hereunto on the 23d day of April, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III
KEKAULUOHI.

CHAPTER XXXVI.—*Law prohibiting theft.*

We hereby prohibit all stealing and felonious seizure and violent plundering and taking secretly the property of others. Whoso

any of these things with a real thievish intent is obnoxious to the law and shall be punished as follows:

Whosoever shall steal or take secretly with a thievish design the property of another, and whosoever shall lyingly carry away and create in a thievish manner the property of another shall be punished as follows:

1. If the stolen property be less than \$2, then he shall be fined four times the amount of the property which he stole. If \$1 be stolen, \$4 shall be the fine, which, with the original sum, makes \$5, \$2 to the Government and \$2 to the owner of the stolen property, together with the original sum, which makes \$3. If \$2 be stolen, then the fine shall be \$8, \$4 to the Government and \$4 to the owner of the stolen property. If he fail to pay these, he shall be put to hard labor, which he shall perform of a value equal to the fine, a portion of the labor for the Government and a portion for the owner of the property.

2. If the amount of property stolen be more than \$2 but less than \$100, the thief shall then be fined according to the first section of this law, and shall, moreover, be put to hard labor for a term of from four to eight months, as the judges shall determine from the character of the theft.

3. If the property stolen amounts to more than \$100, then the stolen property shall all be restored and [the thief] shall pay all the loss sustained by the owner of the property. When all this is paid, then the thief shall be transported to another land, there to remain for a term of from five to ten years, according to the aggravation of the theft as decided by the judges.

4. If a man be punished according to the above requisitions and afterwards steal again, either little or much, it shall then be proper to transport him to another land, at the discretion of the judges, according to the degree of his incorrigibility or the greatness of his crime.

5. If the thief be unknown or is not seized by the owner of the property and he does not know who stole it, then whosoever brings it to light shall receive one-fourth of the fine and the owner of the property one-fourth, together with the original amount.

6. If a man steal property and be detected by the owner and they shall agree together as to the settlement, they may do it, and that agreement of theirs shall stand. But if it become public after their settlement, then the thief shall pay the Government portion of the fine according to law, but shall pay nothing more to the owner of the property.

7. If anyone be condemned to reside in another land according to the requirement of this law and he prefer to pay a fine in money, this is the amount he shall pay: Two hundred dollars for each year for which he is sentenced by the judges. Whoever pays a fine thus shall be freed from transportation, though at the discretion of the judges.

8. Should this law be proclaimed in any village by a crier, then the day of its proclamation shall be the day that it takes effect. But if not proclaimed, then the 1st day of December, 1840, shall be the day that it takes effect, and by this act all former laws respecting theft are repealed.

This act is passed by the Government of these Sandwich Islands on the 10th day of September, in the year of our Lord 1840, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHU.

CHAPTER XXXVII.—*Law prohibiting burglary.*

We hereby prohibit the breaking open of houses and the entering of windows, and also the forcing of doors and windows. Any man does either of these things to the house of another he is obnoxious to this law:

1. If any man secretly break open a substantial house of another the night and enter and steal property, little or much, the crime is similar, and he shall be punished according to the requirement of the third section of the law prohibiting theft.

2. If any man secretly break open a substantial house of another the night and enter with felonious intent, and while some person is resident in the house, said burglar having weapons of death in possession, that is a great crime, and the man committing it shall be condemned to reside on another land till death.

4. If the house broken open be one of thatch, or not a substantial house, or if there be some other thing which shall materially mitigate the crime, then it shall be in the power of the judges to diminish the punishment or change it, and not adhere rigorously to the above specifications. The judges are to look at the nature and magnitude of the offense.

5. Should this law be proclaimed by a crier in any village, then the day of its proclamation shall be the day of its taking effect in that place. But if not proclaimed, then the 1st day of December, 1840, shall be the day of its taking effect, and by this act all former laws relative to burglary are repealed.

This act is passed by the Government of these Sandwich Islands on the 10th day of September, in the year of our Lord 1840, at Lahai Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XXXVIII.—*Law respecting murder.*

1. We prohibit murder. Let no one of any country commit murder here. Whoever takes the life of another with a malicious design to kill, he shall die. Whoever in anger destroys human life, yet not intending to kill, he shall be imprisoned four years.

2. Whoever aids in destroying human life with an intent to kill shall die. Whoever aids in destroying human life, yet not designed to kill, he shall be imprisoned four years.

3. Whoever with malice incites or entices to the commission of murder, if the murder be actually committed, he shall die. Whoever incites or entices another to kill, and no life is thereby taken, he shall be imprisoned four years.

4. Whoever in anger stabs with a sharp instrument or strikes with a weapon or throws missiles, and the life of an individual is thereby destroyed, he shall die. Whoever stabs with a sharp instrument or strikes with a weapon or throws missiles with malicious intent to kill yet no one dies thereby, he shall be imprisoned four years.

5. Whoever threatens to take the life of a person and the deed is actually committed, he shall die. Whoever threatens to take the life of a person and actually beats him, but not to death, he shall be imprisoned four years.

6. Whoever robs and kills a person, he shall die. Whoever robs a person but spares his life, he shall be imprisoned four years.
7. Whoever kills a shipwrecked person, whoever drives fatally a person into a place of death, whoever destroys a child after his birth, whoever (maliciously) burns a house with fire—all this are reckoned as murders. And if the criminal sentenced to imprisonment chooses to commute with money he shall pay \$50 for each of the four years, and can be lawfully discharged; but in failure thereof he shall be put to work till the four years expire, then be discharged. If the said criminal is again guilty of the same crime, he shall be fined \$100 for each year, and in this ratio shall his sentence be increased till the fourth offense. This shall be the judgment of those who escape capital punishment.
8. Furthermore, whoever plots the death of the King, and prepares the means of his destruction, his crime is similar to that of murder; he shall be put in irons and banished to another land, there he remain till he dies.

KAUIKEAOULI.

The foregoing law respecting murder was enacted in the year 1835, and is still in force at the present time. The following additions have been made, however:

9. If anyone attempt to dethrone the King who has possession of the Kingdom, or to transfer the Kingdom to any other chief, or to any other person than the one who owns the Kingdom, he shall be banished to another country for life, and all his property shall be confiscated.
10. Whoever shall plot the death of a governor or of any high chief, or speak evil of the chiefs for the purpose of bringing them into difficulty, and whoever shall threaten the life of any high chief, or the dispossessing him of his rank, and whoever shall either in conduct or words exhibit treason, and whoever shall excite others to treason against the King or governor, or against any high chief—whoever does any of these things is guilty of a great crime, and he shall be condemned. His punishment shall be that of banishment to another land at the discretion of the judges, they looking at the magnitude of the offense. It shall not, however, exceed ten years nor be less than five. He shall furthermore be dispossessed of all his real estate, though if the King choose to give it to his child, he shall have a right to do so at his discretion.

We have given our assent to the above, and therefore set our names on this 2d day of June in the year of our Lord 1841.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XXXIX.--*A law respecting drunkenness, established in the year of our Lord 1835.*

1. We prohibit drunkenness. Whoever drinks spirituous liquors and becomes intoxicated, and goes through the street riotously, abusing those who may fall in his way, he is guilty by this law. He shall pay \$5 in money, or in other property of the same value, and for want thereof he shall be whipped twenty-four lashes, or be condemned to labor one month, or be imprisoned one month, at the expiration of which he shall be discharged.*

2. If the intoxicated person, or a riotous person not intoxicated breaks down a fence he shall pay \$1 for each fathom, be the same more or less. And if the offender does not make redress according to the enactment, he shall rebuild the fence which he has broken down. If the breach in a fence or in a house be small—for this law is applicable to houses also—the fine likewise shall be small, and if the aggressor refuses to pay it, shall be imprisoned one month and then liberated. This is the punishment for damaging a fence or a house.

3. When the individual who damages a fence or a house pays the amount forfeited by his crime to the owner, he, the owner, shall pay to the judge one-fourth of every dollar which the fence-breaker or the housebreaker shall pay.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XL.—*A law regulating the sale of ardent spirits.*

Whereas we have seen that drinking of ardent spirits and other intoxicating liquors is of the greatest injury to our country; therefore I, with my chiefs, have sought for the means of suppressing it:

1. We prohibit all selling of spirits by any person whatsoever either openly or secretly, without written license. Whoever is detected selling, or doing contrary to this law, shall be fined \$50; and if he is again he shall be fined \$100; thus shall the fine be increased by the addition of \$50 for every repetition of the offense, to the utmost violation of this law.

2. If, however, any person, whether foreigner or native, sell spirits by the barrel or large cask, he will not be amenable to this law. But any person who sells in any smaller quantity will be liable to the penalty.

3. Any house having been licensed for retailing spirits may sell by the glass, but not by any larger measure, and its doors must be closed by 10 o'clock at night, and visitors must go away until morning. And on Sunday such house shall not be open from 10 o'clock on Saturday night until Monday morning.

4. We prohibit drunkenness in the license. If anyone, whether foreigner or native, drink and become drunk at such house, the owner of the house where he got drunk shall pay the following fine: Ten dollars for the first offense, \$20 for the second, and thus the fine will be increased by the addition of \$10 for every repetition, to the extent of his misdemeanors.

5. The officers appointed to this duty will watch and they will quietly observe what is going on in the said houses. Let no one obstruct them in their duty.

6. Any house licensed for selling spirits and conducting in a manner at variance with this law will, on conviction, have its license taken away and it will not be given back again.

KAMEHAMEHA III.

LAHAINA, *March 20, 1838.*

CHAPTER XLI.—*Law prohibiting the manufacture and use of intoxicating drinks.*

In our inquiries after the best means of promoting the interests of the Kingdom, it has appeared to us that increase in the production of food is of great importance. Scarcity of food is, of course, a great evil to the country.

It is said that the present is a time of scarcity, and we therefore have been searching for the cause of it. One reason we ascertain to be the following: Articles of food—potatoes, sugar cane, melons, and other things—are taken and transformed into intoxicating drink; the people remain in idleness, without labor, in consequence of their being drunk; wherefore the land is grown over with weeds and is impoverished.

In consequence of our desire to promote the order and welfare of the kingdom we have assembled to reflect on the subject, and now enact this law.

1. If any man take potatoes, sugar cane, melons, or any other article of food, and transform it to an intoxicating liquor and drink it, he shall be fined \$1, and if he do the like again the fine shall be \$2, thus the fine shall be doubled for every offense, even to the utmost extent.

2. If anyone make an intoxicating liquor such as is mentioned above, and give it to another to drink, he too shall be fined according to the first section of this law.

3. Whosoever shall drink that which another has prepared in order to produce intoxication, as mentioned above, he too has violated this law, and shall be fined in the same manner as he who prepared the drink.

4. If a man be fined according to the above requirement, and have no money, he may then pay his fine in produce, or if he have no produce, he may pay it in labor, the labor being proportioned to the amount of the fine, or if he do not labor according to the requirement the punishment may be increased or he may be confined in irons.

5. When this law is proclaimed by a crier in any village, the day of its proclamation shall be the day that it takes effect at that place. But if it be not proclaimed it shall take effect on the last day of November at all the places at these Hawaiian Islands.

Enacted by the Government of these Hawaiian Islands, at Honolulu, Oahu, this 1st day of October, in the year of our Lord 1840.

KAMEHAMEHA III.

KEKAULUOHI.

CHAPTER XLII.—*A law respecting stabbing with a knife and carrying instruments of death.*

Many evil-minded persons belonging to the shipping, having while on shore committed various criminal acts with knives, etc., to the general danger of life and limb:

It is therefore hereby made known to all persons whatsoever, that if any person or persons are hereafter found on shore with a knife, sword cane, or any other dangerous weapon in his or their possession, he or they shall be immediately seized and taken to the fort, and unless good cause be shown for having such dangerous weapon he or they shall for every such offense pay a fine of \$10, or receive 25 lashes on the back.

Be it also known that if any person or persons shall maliciously stab and wound any person, and death does not ensue therefrom, the said offender or offenders, if convicted, shall receive 100 lashes on his or their back, and pay a fine of \$50, or upon nonpayment shall be imprisoned for two months.

The law now in force respecting murder will be carried into execution upon all offenders.

Given under my hand, at Honolulu, this 12th day of November 1833.

KAUIKEAOUI

CHAPTER XLIII.—*Law respecting the pay of police officers for seizing foreigners*

At the present time many of the police officers are blamed and spoken evil of, and it is said that they entice people to violate the law and then seize them to obtain their money, and some are seen guilty, and consequently much evil results. In consequence of this conduct, or rather these charges, in a council of the nobles and of their representatives, the following law was enacted:

1. If any police officer seize a foreigner for a violation of law, that foreigner be fined, no part of the fine shall go to the police officer. He shall be paid in another way. Nor shall any portion of the fine go to the judge, but to the Government only, according as the law declares.

2. Police officers shall be paid for seizing foreigners as follows. When one is seized, the Government shall take the name of the officer who seized him, and at the end of the year the governor shall see what officer has done the most business and done it best, and he shall have the most pay, and the officer who has done less business or not done so well shall have less pay. Every officer shall be paid according to the amount of business done by him, and the correctness with which he does it. It shall be proper to advance part pay to the officers before the close of the year, for the relief of their necessities. But at the end of the year full payment shall be made according to the excellence of their conduct.

3. This law does not apply to deserters who are taken, nor does it apply to those who are taken for remaining on shore at night at the hour specified. The officers shall have their pay for these out of the money paid for them.

When this law is printed and put into the hands of the police officers it shall then take effect at all places in this archipelago.

All the words of this law have been approved by the nobles and their representatives. We have therefore hereunto set our names on the 31st day of May, in the year of our Lord 1841, at Lahaina, Maui.

KAMEHAMEHA III
KEKAULUOHI.

1842.

In the month of April, in the year 1842, the house of nobles and the house of representatives assembled in accordance with the requisites of the constitution, the place of meeting was Luaehu, on Maui. P. Kanoa was chosen clerk for the nobles and Kapae the clerk for the house of representatives. The following are the laws and resolutions passed at this session:

CHAPTER XLIV.—*A law respecting banished persons.*

Some persons who are are banished to another place are exceeding mischievous during their stay there, while others live very quiet

is therefore proper that they should be dealt with according to their behavior. These are the reasons for the enactment of this law.

I. If a man be banished to another place, and he go in accordance with the sentence of the law, and live quietly, maintaining a good character as one endeavoring to forsake his evil habits and change them for the better, if the nobles hear of this, it shall be proper for them at their annual meeting to institute an examination and make inquiry and if they find that what they heard was true, they may then grant a pardon to said criminal.

The man shall be confined no longer at his place of banishment; he may return to his own place. This, however, does not apply to those who are banished for adultery.

II. If a man be banished to another place, the Government shall supply his food for the first six months, and the man shall cultivate the ground for himself, and when the six months mentioned above are expired, the government will aid the man no longer; he must support himself. And when the term of years during which he is to reside at his place of banishment is nearly expired, he shall then cultivate and save for the Government a certain quantity of food, equal in amount to that which had formerly been furnished him by the Government, but if he do not leave this amount of food for the Government, he shall not have his liberty.

III. If a man be banished to another place and abscond (from his place of banishment), he shall receive 25 lashes and be returned again to his place. If he abscond again, he shall receive 50 lashes. And the number of lashes shall be increased in the same ratio for every time that he absconds.

In consideration of this law it will be wise for all banished persons to industriously cultivate the ground, that they may live pleasantly. For if they do not grow food themselves, they will have nothing to eat except the wild food of the mountain, the kupala and other things growing wild.

IV. Furthermore, if a man while living at his place of banishment conducts mischievously, he shall be flogged at the discretion of the judges, though the judge shall not indulge revenge but shall pass just sentence.

All the words of this law were approved by the nobles and also by the representative body; we have therefore hereunto set our names on this 27th day of April, in the year of our Lord 1842.

KAMEHAMEHA III.
KEKAULOUHI.

CHAPTER XLV.—*A new law relating to the business of the tax officers.*

On account of the frequent difficulties that occur between the people and the tax officers respecting the falling of the signal, and respecting the time of leaving work, and respecting a variety of other things done by the tax officers, therefore [it is enacted]:

I. That the whole thirteenth section on the eighty-seventh and eighty-eighth pages is erased, and also the words "half a dollar, fourth of a dollar, eighth of a dollar," in the third section of the third chapter. And the man who does not go to work on the labor days of the King and of the land agents shall be fined as follows: One-fourth of a dollar. But if the man arrive at dinner time, one-eighth of a dollar is the fine. If he arrive just after the falling of the signal of the tax officer

at 7 o'clock, he shall pay a sixteenth of a dollar. A man who gives previous notice that he shall not go shall pay 1 rial. The officer and the land agent shall not refuse that sum.

II. Furthermore, it shall be the duty of the officer to consider what number of men is necessary to accomplish the proposed work, and the designed work be finished before the specified time the people nevertheless return; and so also if the specified time arrives and work is not finished they may still return.

III. Furthermore, the cultivation of land and other kinds of business done for the tax officers shall not be required to be done at a distance, but only at places near where the people live who do the work. Though if the King have labor to be done which can not be accomplished by the people of that particular place, then all the people of that county or of that township may be called to do that particular labor, but when finished the work shall cease. But if work be done in this way the signal shall not fall at the place of labor, but at a place near the residence of the people.

IV. Again, if there is a difficulty in relation to the proceedings of the tax officer in any of his transactions, he shall then be brought to trial before the governor and an unbiased jury, and if the tax officer be found guilty he shall be fined \$10, to be deducted from his yearly salary, and that money shall be paid over to the school agent, and when he perceives the teachers to be in want he shall give it to them. If the decision of the governor be thought to be unjust, the case may be appealed to the supreme judges. If the tax officer be afterwards guilty of a second offense, his office shall be taken from him.

V. If the tax officer prolong the labor after the time specified by law he shall be condemned on a trial before the governor. But if the people leave the work without being dismissed by the tax officer they shall pay a rial each. But if one creates confusion among the laborers or call out that the labor is ended and thus stop others in their work \$2 is the fine of the man who conducts thus.

This act having received the approbation of the nobles and also the representative body, we have hereunto subscribed our names on this 29th day of April, in the year of our Lord 1842.

KAMEHAMEHA III
KEKAULUOHI.

CHAPTER XLVI.—*A law respecting prisoners who abscond.*

If a man be brought to trial and condemned and his punishment assigned, then if said prisoner absconds in order that he may escape the punishment, he shall, when found, receive an additional punishment. He shall have twenty-five stripes laid upon him, though the judge shall have a right to reduce them to twelve. After having received these the first sentence shall then be executed upon him either by fine or hard labor, according to the original decision of the judge.

If he abscond again, after having been once punished, he shall then receive double the number of stripes which he received before, and thus the stripes shall be increased every time he absconds.

This act was passed by the nobles and representatives on this 3d day of May, in the year of our Lord 1842, at Lahaina, Maui, and we have therefore hereunto suffixed our names.

KAMEHAMEHA III
KEKAULUOHI.

CHAPTER XLVII.—*A law for the regulation of court..*

There are two distinct kinds of courts. One kind where the judges and tax officers decide the case by themselves, and the other kind where they can not act by themselves, but certain other persons must be associated with them. These persons who are associated with them shall constitute the jury.

The suits where the judges and tax officers may by themselves alone pronounce sentence are as follows:

1. All suits relating to assessments and taxation, and the dispossession of lands, and the neglect of lands, and, indeed, all the business of the tax officers, they may transact without the aid of a jury. No juries are to sit with the tax officers; but if the case be not settled satisfactorily it may be appealed, according to the privilege granted in the constitution.

2. The judges also may try suits brought for small offenses. There shall be no jury in such cases; but for trying high crimes there must be a jury impaneled. This is the limit: If the fine or damages amount to less than \$100 then the judges can try the case themselves; but if they amount to more than \$100, must be a jury. The same also is the case in respect to the supreme judges. If the fine or risk of property amount to more than \$100 a jury shall be impaneled. In this archipelago no man shall suffer the penalty of death or banishment, or any other punishment of like magnitude, unless a jury be impaneled and they condemn him.

3. But if a man be brought to trial for any minor offense and he desire a jury there may be one allowed him. But he must first pay into the hands of the judge \$25, and then a jury shall be impaneled, and at the trial if the man demanding the jury be not condemned, then the above-mentioned \$25 shall be restored; but if the person demanding the jury be condemned, then he shall suffer the loss of that money in addition to the fine for his crime.

4. If the amount of property involved in a dispute exceed \$100 it shall be settled as follows: The plaintiff shall exhibit in writing a particular account of the dispute and shall pay into the hands of the judge the sum of \$100. On demand of the defendant there shall be given him a copy of the complaint, and a legal jury shall be impaneled. At the trial the jury shall decide who shall suffer the loss of the \$100. But if the trial be before the supreme judges, then the appellant shall first pay \$200 and the jury shall decide who shall suffer the loss.

5. At all trials for civil actions the costs of court shall first be paid, after which the sentence of the jury shall be executed. If the property be insufficient the parties shall suffer that loss—the expenses of the jury and court shall not be left unsettled.

6. If a man be tried for a criminal offense, and he desire counsel, he may select whom he pleases, though he can not select a man of bad character, nor one who uses bad language, nor a man disapproved by the judge.

7. If a witness come forward upon the trial of an important case he shall not be allowed to testify until he has taken his oath [or affirmation] on the Word of God to speak the whole truth with which he is acquainted, after which he may testify to what he knows.

8. At all courts it shall be the duty of the judge to preside and keep order, and if anyone insult the court or create disorder he may be flogged,

confined in irons, or fined, according as the judge shall perceive to be necessary in order to preserve the order of the court; though the punishments shall not be inflicted by the inferior courts but merely by the courts held before the supreme judges, or before the governors. If the accused person make disturbance, or use insulting or reviling language, the judge may, in addition to the above, assign him a counselor, and then the trial shall proceed though the criminal shall be taken to another place, and the counselor only shall be permitted to speak for the criminal shall not speak for himself at all, and no one except the counselor.

9. At all jury trials the judge is to decide as to the application of the law. He is to explain the meaning of the law. That is not the department of the jury. If the jury wish to know the law the judge may give them information and explain whatever is not clear. The business of the jury shall be to listen to the testimony of the witnesses and search for the truth. If from what they hear, and the reasonings they make in their reflections on the purport of all that comes to their knowledge, they think the accused person has done what he is accused of, then the jury shall say: "The complaint is sustained, the man is guilty." But if they are in doubt, and think, as they listen to all the testimony, that the man was falsely accused, the jury shall say: "The complaint is not sustained, the man is not guilty." If they are agreed that the man is not guilty, then that is the end of the matter; but if they say the man is guilty, then the judge shall decide the punishment as he shall see is required by the law. If he has a doubt on the subject, he may postpone the decision for further consideration and make it known at such subsequent period as he may choose.

10. If a man be tried before the judges, or before a governor, if he consider that unjust sentence has been passed upon him, it shall be in that case be proper for the man to appeal. He must, however, pay the fine to the judge if the punishment be a fine, and if at the trial the man be cleared his money shall be restored to him at full interest. But if he were sentenced to labor or banishment, he shall not be compelled to labor or sail, but may wait the result of his appeal. He must, however, pursue the following course: The criminal must find for himself a bondsman, a man of property; this man of property must give to the judge a bond of the following import:

I hereby promise to be responsible for _____, and at the time for his trial in the month of _____ I will deliver him to the court. But if he absconds and does not appear before the court, then I will pay to the judge the sum of \$_____.

The number of dollars mentioned in the bond shall be a little more than the fine for the offense [or proportioned to the crime]. When the time of trial arrives, if the criminal do not appear before the court, then the bondsman shall pay the amount specified in the bond. But if he can procure no bondsman, then he shall be kept in prison until the time of trial.

11. In the month of June of each year the supreme judges shall assemble at Honolulu, prepared to try any cases which may be appealed to them according to the requisitions of the laws.

The same also at Lahaina in the month of December. There shall be two sessions of the court in each year, one at Maui and the other at Oahu. If any person present a case for trial at any other time it will not be tried until the prescribed period. And they will not be

case to trial of which they are not informed at least one month previous to the session of the court.

12. The jury shall be appointed in the following manner: The governor of the island of Hawaii and the representatives of that island shall unite and select forty wise, reflecting, just men, not foolish men, not men of anger, not intemperate men; they shall select none but just men, and shall write their several names on separate pieces of paper of the same kind and shall deposit the papers in a box. When preparation is making by the governor for an important trial, then the box shall be carried into his presence and the tax officer or some other officer shall draw out twelve names without previously looking at them. These men thus drawn shall constitute the jury for that court.

13. The manner of forming a jury at Maui, Oahu, and Kauai shall be the same as that prescribed for Hawaii. There shall be no jury trials back in the country, but only at the residence of the governor and in his presence. If the supreme judges bring a man to trial who has been previously tried by a jury, no man who was on the former jury shall be permitted to sit upon the new one. An entirely new jury shall be drawn.

14. The pay of every native man called to sit on a jury shall be a quarter of a dollar per day. But if the trial be before the supreme judges then the pay shall be half a dollar per day. If the trial be for criminal offense and the complaint be not sustained, then the government shall pay the jury. So also, if the trial be for a high crime, and the man is condemned to suffer death or banishment or to work hard labor, in all such cases the government shall pay the jury. If for small offenses, punishable by fine, where the man himself demands the jury, in such cases he shall pay them, but from the \$25 previously paid into the hands of the judge.

15. Foreign juries shall be appointed in the following manner where there are sufficient number of foreigners. There are only two places where there is a sufficient number of foreigners to justify the holding of a session of the supreme court among them, for in capital crimes the jury must never be less than twelve in number. In case of other offenses the number may be less, but never below eight. The following persons shall select the jurymen, viz, the governor, the tax officer of the place, and the representative and representatives of that particular island, and they shall be selected in the following manner: The appointing officers shall assemble and call to mind such foreigners as are just and quiet in their lives, not angry persons nor drunkards, but such as are thought to be wise and lovers of peace. The names of these persons shall then be written separately on small pieces of paper of the same kind, and the papers shall be put into a small box prepared for the purpose. On Oahu there shall be forty selected, on Maui fifteen; on Hawaii and Kauai it shall be discretionary with the governors.

16. When the time for a session of the court approaches, then the tax officer, or some other officer in his place, shall draw out six or more names, according to the necessities of the court, though the number drawn should always be something greater than the number required on the jury, lest some fail and the court be embarrassed. If the jury be constituted of foreigners only, then there shall never be less than eight. If the jury be constituted of half foreigners and half natives, the foreigners shall never be less than six, and the same also

of natives. Furthermore, if a foreign vessel be at anchor at the place of the court and the governor choose to appoint the captain or captains on the jury, he shall have a right to do so. This is to be left entirely to the discretion of the governor, he considering the nature of the difficulty.

17. At the time of trial, if any one of the jury who was properly summoned do not appear, he shall be fined \$10, though the judge may excuse him if there is sufficient cause; but the jurymen must be notified at least forty-eight hours before session of the court. The officer shall show him a subpoena. When the jury assembles, there shall be exhibited just cause why any one of the jury should not appear or good evidence that he is unjustly prejudiced, then the judge shall look at the case, and if he consider the accusations to be well grounded, he shall set that jurymen aside and another shall be put in his place. But no one shall be set aside if the judge consider that there is sufficient ground for it.

18. When the jury is organized, they shall then be sworn to decide according to what they shall conscientiously believe to be truth and without bias, and to condemn him whom they really believe to be guilty of fault and justify him whom they really believe to be just, listening to the testimony of the witnesses and reflecting well on everything which has a tendency to establish the truth.

They have nothing to say respecting the law. That is the department of the judge. He shall determine the meaning and he shall pronounce the sentence of punishment.

19. All foreigners who act on a jury shall be paid for their services \$1 per day. If the trial be one of great importance, so that \$2000 has been previously paid into the hands of the judge, then each jurymen shall receive \$2 per day.

20. When a man is tried for a capital offense, he shall not be condemned to die unless the jury is perfectly agreed. But in trials for the other crimes three-fourths of the jury shall be sufficient to decide the case. But if three-fourths do not agree, the judge shall have power to send them to a tight room, shut the door, set a guard, and confine them there until three-fourths are agreed. The judge shall in this respect act in his discretion.

21. If the judges are about to bring a man to trial and any person is supposed to be acquainted with facts connected with the affair, it shall be proper for that man to attend the trial and give in his testimony; and if he be subpoenaed by the judge to attend and he does not go, he shall be punished to a degree proportioned to the importance of the trial, but it shall not be less than \$10, and may exceed to any extent to which the judge shall think proper.

If the witness do not wish to go he may refuse, unless he be notified at least twenty-four hours previous to the trial.

22. If the accuser and the accused be both foreigners, then the jury shall be made up of foreigners only.

If there be no foreigner on either side, then there shall be no foreigner on the jury.

If there be a foreigner on one side and a native on the other, then forming the jury half shall be foreigners and half native; but if the foreigner accused be a Frenchman, then this law respecting the formation of the jury will not be applicable. (See French treaty.)

All the words of this law having received the approbation of the nobles and representatives, we have hereunto set our names on this 5th day of May, in the year of our Lord 1842, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XLVIII.—*Proclamation.*

Know all men whom it may concern, that from and after the 20th day of the current month all government property shall be set apart by itself and shall be entirely at the direction of the national council, and no portion thereof shall be appropriated except by consent of this council. Neither the King, premier, nor any governor, nor any other person, can take for his own personal use any government property; it shall be held sacred to purposes of government, and all such property shall be committed to the care of a national treasury board.

And it is hereby proclaimed that the government will never pay any debt contracted even by His Majesty the King, nor by the premier, nor by any governor, nor by any other person, unless the debt be contracted through the treasury board and the obligation have the signature of the King and premier.

Whoever contracts a debt he alone shall be liable for the debt, and his property alone shall go for the payment of it; and, lest there should be mistaken opinions as to what kind of property may be seized for the payment of debts, it is hereby clearly proclaimed that lands and fixed property upon them can never be sold at auction, neither can they be permanently transferred. They can not even be leased for years without the consent of the King and premier. This kind of property therefore can never be seized for debt, for the government has never relinquished its right to the soil; but, nevertheless, if a man have no personal estate, the land and fixed property upon it may be sold at auction on this condition, that no person can be the purchaser except a native-born citizen, and the right of him who purchases in this manner shall be the same as the right of other natives to their lands.

And if any governor, judge, tax officer, or any other government agent embezzle the government property or appropriate it secretly to his own use, or whoever shall refuse to pay it over to the treasury board—whoever shall do any of these things shall be punished as in case of theft, to be tried and convicted by a competent court.

So also in case of speculation, embezzlement, or fraud in the treasury board or in either of them. He or they shall be tried as in case of theft, and on conviction shall be liable to the same punishment.

This proclamation having received the approbation of the nobles and representatives, we have hereunto set our names, this 10th day of May, in the year of our Lord 1842, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER XLIX.—*An act for the regulation of taxes, duties, and government property.*

Not even wisdom itself can give protection to a nation without a revenue. Money is in many cases the same as strength, and the nation therefore has energy in proportion to its revenue. It is also a well-established principle that the people ought to aid every object which is for the benefit of the country, and it is also the duty of the rich to do more than the poor, for they enjoy more.

At the present time the government is embarrassed and its em-

barrassment will increase unless the revenue be increased. In consideration of these things the following law is enacted:

1. The law respecting the land tax for the year 1841 still remain in force for the current year. The third section, however, found on page 68, is repealed. Arrow root will be no longer received for taxes, it is an unprofitable article.

2. The officers and people are hereby informed, however, that there is a new article which is very valuable, and that is coffee. The people would do well to pay their land tax in coffee rather than in swine, particularly in places well adapted to the growth of coffee, and those persons who are in pursuit of wealth would do well at the present time planting coffee. Those who raise coffee will find it the same to them as money. The price allowed the present year will be 5 pounds to a dollar. But that price will not be permanent; it will fall at no distant period.

3. A new tax is also to be assessed on the stores and victualing houses. If any foreigner or native own a store in any part of this archipelago, if it be a wholesale store it shall pay a tax of \$25 per year, and the owner shall receive a wholesale license. But if the store be of a domestic character—that is, wholesale and retail—the tax shall then be \$50, and the owner shall receive both a wholesale and retail license.

If any man own a retail store, where goods are not sold by the large quantity, the tax of that store shall be \$25, and the owner of it shall receive a retail license. These shall be the rates of taxation for stores of every kind. But no unlawful article can be vended in them.

If any man keep a public house for the entertainment of captains of vessels and gentlemen of the higher class, that house shall be taxed \$40 a year, and the owner shall receive a license to keep a house for entertainment.

If a man keep a victualing house for other persons than captains of vessels or persons of distinction, entertaining only those of a lower class who wish admission, such a house shall be taxed only \$25, and the owner shall receive a license to keep a victualing house. But no unlawful article shall be furnished in said houses.

4. This law shall take effect at all places on these islands on the first day of July of the current year, and after said day there shall be no store, boarding house, nor victualing house kept without a license specified above, and whosoever shall keep a store or boarding house after said day without a license shall be fined \$100, and all the goods purchased by the people shall be confiscated. The kapu shall be proclaimed, however, after which the seizure may be made.

5. It is furthermore enacted that all persons keeping houses of entertainment shall keep good in their houses.

There shall be no noise or disturbance; and it shall be proper for the government to station officers to see to the character of said houses, and if any keeper of a house oppose the officer who is stationed to go to the house, or if he keep a noisy and disorderly house, the license of said house shall then be forfeited.

6. Foreigners from other countries shall never be required to pay a poll tax, but their property is liable to taxation, and therefore the present law is passed. But those foreigners and natives who have leased land with the consent of the King and premier of the Kingdom and have erected stores on said land, they shall not be taxed according to the above requirement, but licenses shall be given them without pay.

7. It is furthermore enacted that from and after the first day of January, in the year 1843, there shall be an ad valorem duty of 3 per cent laid on all goods, wares, merchandise, and on every article of property imported to these Hawaiian Islands from foreign nations. None of the above articles shall be landed in these shores until the duty be paid, or bonds for payment be given, and the harbor master has given his consent, and he will not give his consent unless the owner of the property conforms to the above requirement.

Respecting times for paying duties, see an act passed May 9, 1839.

8. If any violate this law, and land goods without paying the duty without the consent of the harbor master, or if a man in any way set the law aside, all the property which is improperly landed shall be seized and confiscated.

9. The eighth section shall not be considered as applying to whaling ships that anchor for the purpose of refreshments. It shall be proper for them to barter at pleasure for refreshments and whatsoever is necessary for their vessels. But if they sell cloth or any other article on shore and receive money in payment, then such goods shall pay a duty. And if any captain of a whaling ship sell in this manner without first paying the duty his ship will thereby become a merchant ship, and the captain shall moreover be fined the sum of \$50.

10. There shall be no export duty on any of the productions of these islands. But if any one carry silver or gold out of the country, whoever does this shall pay an export duty of 3 per cent; and whosoever shall carry money out of the country in violation of this law shall be fined just such an amount as he carried away.

11. If goods are brought here from foreign countries and deposited with the design of exporting them again, those goods shall pay duties as all others; but if the owner give notice in writing that they are for re-exportation, he shall then be entitled, when they are taken away, to receive back $2\frac{1}{2}$ per cent, leaving one-half per cent transit duty. This shall apply to every kind of property that is landed, but the collector of customs must direct in relation to the storage of such goods. If goods are brought into a harbor for reshipment, they shall pay the same transit duty as if landed.

12. It shall be the duty of the governor of each particular island to see that this law executed at his place. The governor shall establish such officers as are necessary, and shall give the licenses to keepers of stores and houses of entertainment, and he shall pay the moneys into the treasury of the treasury board.

13. It is further enacted, in relation to all ships which anchor at Lahaina, that whereas masters of ships have uniformly refused compliance with the quarantine laws, and the expense of examining their ships has therefore fallen on the Government, and whereas the income to the Government is not so great as the expense incurred, therefore from this time potatoes will not be presented in the manner they have formerly been. Ships will, however, continue to pay \$10 each for storage, after which trade on shore will be free.

All the words of this law having been approved by the nobles and the representatives, we have hereunto set our names this 11th day of May, in the year of our Lord 1842, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULAONI.

CHAPTER L.—*A resolve in relation to the appointment of a government interpreter and recorder.*

Whereas this government in its connection with foreigners is often embarrassed for want of acquaintance with routine of business in other countries, it is therefore hereby recommended,

That His Majesty the King should appoint some foreigner as recorder and interpreter for the government. His business shall be to superintend the arrangement of government documents and act as interpreter at all trials of foreigners before the supreme judges.

He shall also give information as to the manner of conducting business in foreign countries. He shall also be present as interpreter whenever His Majesty transacts any government business with a foreigner, and it shall be his duty to give information on the subject of that particular business as done in other countries.

It shall be his duty to attend on trials before the governors, whenever directed by His Majesty, and inasmuch as there is often great embarrassment from a misunderstanding of language, or from the ignorance of the interpreter, it will therefore be particularly proper for foreigners who wish to speak to His Majesty on any business which requires his official action, to first call on the legally appointed interpreter.

This resolve of the house of nobles and the house of representatives has received our signature this 12th day of May, in the year of our Lord 1842, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER LI.—*Quarantine laws.*

Whereas it has been clearly ascertained that the smallpox has prevailed on one or more ships now cruising in the Pacific Ocean, which may be expected to visit the Sandwich Islands, and whereas that disease is understood to prevail at the present time in ports on the west coast of America, frequently visited by ships on their way to the Sandwich Islands, and whereas that disease is extensively prevalent on some of the islands of this ocean, therefore be it enacted by the nobles and the representative body in council assembled:

SEC. I. *Respecting pilots.*—1. That every pilot shall ex officio constitute one of the boards of health for the ports where they reside.

And it shall be the duty of all pilots at all ports of the islands where they see foreign vessels approaching to go off immediately and lie to the windward side of the vessel, but not board her until they have first presented the captain with a blank certificate as follows:

I, _____, master of the ship _____ of _____, hereby most solemnly declare that the name of the port at which the vessel under my command anchored or hove to was _____, which port I left _____ days ago. I did not hear that any contagious disease was at that time prevailing there or at any place nearby. No man on board my ship has been seized by any contagious disease. Have I heard of any such disease on board of any vessel that I have spoken on my way to this place. No man has died or been sick of a contagious disease on board my vessel during the last six months from date thereof.

On board ship _____.

_____,
Master

When the captain has filled out the above blank and subscribed his name below, then the pilot may board the vessel and she may anchor.

The pilot shall also deliver to the captain a white flag which he shall keep flying at the main for half an hour, at which time the flag shall be returned. By the hoisting of such a flag it is clearly declared that the ship is free from contagion.

If any pilot violate or disregard either of these requisitions he shall be fined \$10 for the first offense. If he be guilty a second time he shall be fined \$20, and in this ratio shall the fine be increased for every successive offense committed.

2. If the captain do not put his name to the blank certificate mentioned above, then the pilot shall deliver to him a black and yellow flag, two-fourths black and two-fourths yellow. And the captain shall hoist said flag at the main. And the vessel shall not anchor until the port physician visit the ship, and he together with the pilot shall direct where the ship shall anchor.

If any pilot shall bring a ship to anchor in violation of this requisition, or knowing that there is just ground to suspect that there is contagion on board, then such pilot shall be fined \$500.

3. If the pilot or port physician board any ship and afterwards discover that the ship is of a contagious character or such a ship as is liable to quarantine, in that case the pilot and physician shall be quarantined; they shall remain on board the vessel and not return on shore until such time as it shall be free for the captain and officers also to come on shore.

Whenever pilot or physician violates this law he shall be fined \$500.

SEC. II. *Boats and canoes prohibited from visiting strange vessels.*—

1. After the promulgation of this law, all canoes and boats and all persons not authorized by the board of health are prohibited from visiting any foreign ship whatsoever until she shall have been examined by a health officer or one of the board of health, according to the above requisitions, and the white flag has been hoisted, after which she may be visited.

Whoever shall visit a vessel in violation of this law shall be fined \$40, one-half to be paid to the Government and the other half to the informant.

2. If one is accidentally brought in contact with a contagious ship, or being on board discover her to be so, or then ascertains that she is quarantined, in such case he shall remain on board said ship, as is required above of the pilot and physician. Whoever violates this law shall be fined \$500. And if anyone be discovered while in the act of violation, or while in the act of leaving a quarantined vessel, it shall be lawful to fire upon him or do whatever is necessary in the judgment of the governor or superior officer.

SEC. III. *Of shipmasters and of foreign ships visiting the islands.*—

1. It shall be the duty of all shipmasters to examine carefully the blank certificate handed them by the pilot and to fill out said blank, and then put the name and date. And this shall be done under the same liabilities as if under oath. But if the captain is unable to subscribe the certificate on account of its not stating the truth in relation to his vessel, it shall then be returned to the pilot. Whatever captain refuses obedience to this law, or subscribes his name to a falsehood, shall be fined \$500.

2. If any master of a vessel refuses obedience to the requisitions of the health officer, or anchors when forbidden, or does not hoist the flag required by the pilot, or refuses obedience to any requisition of the quarantine laws, he shall be fined \$500.

And it shall be lawful for the governor to fire or do anything which is necessary in his judgment in order to the execution of the laws.

3. All vessels having had the smallpox or any other contagious disease on board, unless six months have elapsed since all appearance of disease ceased, are hereby prohibited from anchoring at any port, harbor, or roadstead of the Hawaiian Islands until visited by a health officer or one of the board of health and received his approbation after which they may anchor.

If any master of a vessel violates this law he shall be fined \$500.

4. The pilot and port physician shall have power to quarantine ships, as well vessels of war as others, provided they have come from ports supposed by the board of health to be infected, or dangerous, but after once put under quarantine they shall be under the direction of the full board. And they may lengthen or shorten the time of quarantine at their discretion.

5. If a vessel be put under quarantine, the captain shall in the daytime keep constantly flying at the main a black and yellow flag, and in the night at the same mast two lights, one above the other. He shall not come on shore, nor shall he permit any person on board his ship to come, or to go on board of another ship; he shall permit no article to be taken from his ship until such time as the board of health shall appoint. If any captain violates this law, or if any captain attempt to take his ship to a prohibited place, he shall be fined a thousand dollars, and it shall be proper for the governor and those who have charge of the business to fine or take any other step which may be necessary to force obedience to the requisitions of this section.

All the prohibitions which apply to coming on shore, or bringing any articles on shore, apply also to boarding another vessel or carrying any articles on board.

SEC. IV. *Of passengers and other persons on board quarantined ships.*—All restrictions which are laid on quarantined vessels which come to the islands are also applicable to all passengers and officers and people of said vessels. They are all under the laws of the board of health. If any one come on shore, or send any baggage or writing on shore, or go to any other vessel, he is guilty, and shall be fined in the same manner as the captain would be, doing the same act. And whatsoever the captain is prohibited from doing, all people on board his ship are doing the same.

SEC. V. *Prohibitions applicable to all persons.*—This last edict is applicable to all that is said above. If any man does in reality violate any one of the above laws, and do it knowingly and with evil intent and with the design of transgressing the law, and in consequence of his doing thus a contagious disease is communicated on shore, whoever does this is a murderer and shall be hanged.

SEC. VI. *Of health officers.*—For the purpose of carrying this law into execution, the governors shall appoint five health officers for each harbor of the Hawaiian Islands. And they shall have the direction of vessels in accordance with the above laws. And they shall have power to establish laws over all the people in times of danger from sickness, and it shall be their duty to devise plans to prevent the introduction of contagious and other diseases. And the governors shall also appoint port physicians who shall of course be members of the board of health. And the port physician shall visit every vessel that is suspected of contagion, or where the black and yellow flag is hoisted, and

if the pilot call for him. And he shall look into the character of the suspected vessel, and shall proceed according to the requisitions of this law, and shall make known to the board of health the result of his investigations.

His pay shall be \$5 for each ship thus examined by him, to be paid by the government.

By the enactment of this new law the former quarantine law is repealed.

All the words of this law having received the sanction of the nobles and representatives, we have therefore subscribed our names to the same on this 17th day of May, in the year of our Lord 1842, at Lahaina, Maui.

KAMEHAMEHA.
KEKAULUOHU.

CHAPTER LII.—*Additional school law.*

In the estimation of the nobles and of the representative body schools for the instruction of children in letters are of vast importance. We are firmly determined to give protection to the schools and also to teachers of good character and also to treat with great severity all those who oppose schools or throw hindrances in the way of that business. The great evil of the past year has been that the teachers have not been properly paid.

A portion of the balance belongs to the parents. It is important that parents should have so much sincere regard to the welfare of their children as to influence them to attend to instruction.

For if they are unable to read they can neither marry husbands nor wives; they can never act as land agents nor be employed in any office nor others. The parents, too, must suffer inconvenience, for their lands can not be increased, they can not fish gratuitously nor take timber from the mountains without paying for it. It is therefore important that parents should consider this subject well and stimulate their children to learn.

It is also the duty of parents to aid in supporting the teacher in such manner as shall be mutually agreeable and should do it generously lest the government be burdened.

The land agents are also in fault for withholding land from the teachers. Hereafter, if the general school agent apply for land in accordance with the provision of the school law, and the land agent refuses and actually withholds it, it is a crime for which he shall be dispossessed and his land given to another. So also if they pay no attention to the general school agents, as they travel round to regulate the schools.

The tax officers are also sometimes in fault. If the general school agent call on him for government property, as he is allowed to do by school law, and the tax officer refuses, he shall then pay his own property, because he has without cause withheld the property of the government, the law shall be executed upon him. So also if he do not build the schoolhouse according to the direction of the general school agent.

Another evil is that the officers give certificates of marriage to those who can not read. The officers should carefully examine the law and withhold certificates from all who are ignorant of reading.

Another evil is that the scholars in the schools are noisy. It is the duty of teachers to instruct the scholars in this particular and to con-

sult with the school committee on the measures to be pursued. The government will always support the teachers and school committee while they do well, for a school is of little value if the scholars are disorderly. There is but one right way and that is for the scholars to kindly and faithfully regard the instructions of the teacher. If the scholars conduct improperly they must be punished as the law requires.

Furthermore the school committee appointed in conformity to the law, while they perform faithfully their duties, shall be freed from going to the labor of the King and the Friday labor of the land agents. But if there is any national labor to be done, they shall work on the appropriate days of the people, but not on the days of the King nor the land agents.

It is furthermore agreed that there shall be two general agents on Hawaii the present year, and each shall receive \$35. The general agent of Maui shall receive \$35 and that of Molokai, \$25; the one on Oahu shall receive \$30 and the one on Kauai \$35, to be paid in Government property, but not in money.

These resolves, passed by the nobles and representatives, we hereby approve and have therefore subscribed our names this 13th day of May in the year of our Lord 1842, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER LIII.—*Amendments to be inserted in Law XXII, on page 123.*

1. If any person enter a complaint to a judge of such a nature that it is necessary to attach property for debt, it shall then be the duty of the judge to cause such property to be attached as he is acquainted with. But if the plaintiff know of other property, he may give notice to the judge, who will cause that property also to be attached. But if there be any subsequent difficulty in consequence of the attachment having been wrongfully made, the blame and loss shall be on the plaintiff.

2. When one person institutes a suit against another before a judge for debt, the judge shall then issue a written summons to the defendant requiring him to appear, and for said summons the judge shall receive \$1, and the person who serves it shall receive 25 cents. The judge shall also receive \$2 for rendering and executing judgment. If property be attached and sold at auction, the judge shall receive 6 per cent on all the property thus sold. The witnesses shall also be paid according to the requisition of another law. [See Chapter XLV.] These rules of payment apply to the trial of minor offenses, but not to jury trials. If the debtor have sufficient property, he must pay the costs. But if his property be not sufficient, then the plaintiff must pay. Though if the debtor has not been in fault, the plaintiff shall pay the costs; and if they have been alike in fault, then the costs shall be equally divided between them.

According to the decision of the nobles and representatives, we have given our assent that the above should be inserted in the form of law, and we have hereunto subscribed our names on this 16th day of May, 1842, Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER LIV.—*Burdens of the lower classes.*

Previous to the enactment of the new code of laws on the subject of taxation every man was required to pay a poll tax of \$1 annually.

At the present time it is a dollar for one year and a half a dollar for the next.

Formerly the tax of a common size farm was 1 fathom swine, 40 kapa, 40 paus, 1 dog, 80 fathoms of fish line, and a fish net 800 meshes in length. This was the Government tax.

Now the whole of this taxation is abolished except the fathom swine, and even that is reduced to half its former size every other year.

Formerly, besides this government tax, there was another tax laid by the local governors, another by the higher landlords, and another still by their subordinates.

At the present time there is no assessment except for the government tax. No other tax can be laid.

Formerly, if the landlord became dissatisfied, he at once dispossessed his tenant even without cause, and then gave his land to whomsoever asked for it.

At the present time that practice is at an end; lands are held by a strong tenure; they can not be seized without cause.

Formerly, a prohibition rested even on the ocean, so that men must not take fish from it.

At the present the prohibition is removed, so that every man may take fish where he pleases with very few exceptions.

Formerly there were distinct taxes on states, counties, towns, and districts. Now there are no such taxes; they are strictly prohibited.

Formerly, if the king wished for the property of any man, he took it without reward; even seized it by force or took a portion only, just in action accordance with his choice, and no man could refuse him. The same was true of every chief, and even the landlords treated their tenants thus.

At the present time such conduct is all ended. No chief whatever has power sufficient to do it now. Should one attempt it, he would instantly cease to be a chief on this archipelago.

Formerly, if a man had a number of children, they were a very heavy burden on account of their increasing the amount of his taxation.

At the present time children entirely free a man from government work, also from the land tax and poll tax.

Formerly the chief could call the people from one end of the islands to the other to perform labor.

At the present time this is prohibited, and the people can be required to work only near by their home.

Formerly, if the king wished the people to work for him, they could not refuse. They must work from month to month. So also at the call of every chief and every landlord.

At the present time there is nothing of the kind. If any chief should attempt to pursue such a course, it would be a crime such as would free all his tenants from laboring for him at all until the time specified in the law.

Formerly the people were regularly required to work every Tuesday and Friday—that is, four days in a month for the king and four for the landlord, eight in the whole, and as many more as the chiefs chose.

At the present time the whole number is limited to six days in month, leaving twenty laboring days for the people.

Formerly, if the people did not go to the work of the king which was required, the punishment was that their houses were set on fire and consumed.

Now, if they do not go they must pay a rial, or, at most, a quarter of a dollar.

But still, the people are wailing on account of their present burdens.

Formerly they were not called burdens. Never did the people complain of burdens till of late—till these dreadful weights mentioned above were removed. This complaint of the people however would have a much better grace if they with energy improved their time on their own free days; but lo! this is not the case.

They spend many of their days in idleness, and therefore their lands are grown over with weeds, and there is little food growing.

The chiefs, of their own unsolicited kindness, removed the grievous burdens mentioned above. The people did not first call for a removal of them. The chiefs removed them of their own accord, therefore the saying of some of the people that they are oppressed is not correct. They are not oppressed, but are idle.

In view of these complaints of the people, and in view of their idleness on their own free days, the following new law is enacted:

1. If a farm be seen to be grown over with weeds and little food upon it, and yet a good farm for cultivation, in such a case the tenant shall be dispossessed, though he shall not be dispossessed without trial, nor at the mere suggestion of his landlord. The criminal person shall be dispossessed, whether it be the landlord or the tenant.

2. Furthermore, forbearance shall be exercised for one year more, and then if the idleness of the people continues it shall be the duty of the tax officer, whenever he sees a man sitting idle or doing nothing on the free days of the people, to take that man and set him at work for the government; and he shall work till night.

The landlords also may do the same with the tenants of their lands when they are idle. This law is passed on account of the idleness of the people on their own free days. While they are at work for themselves they shall not be set to work for others.

These enactments having received the sanction of the nobles and the representative body, we have set our names to the same on this 10th day of May, in the year of our Lord 1842, at Lahaina, Maui.

KAMEHAMEHA III.
KEKAULUOHI.

CHAPTER LV.

Be it known to all whom it may concern, that the council of the Kingdom have come to a definite agreement to set apart all the government property from one end of the islands to the other for such business of the government as shall be agreed upon, and for the payment of debts of the Kingdom, in order that the debts of the Kingdom may be cancelled at once. They therefore nominated officers to receive and pay out moneys according to specific directions.

We do therefore hereby constitute you, Dr. G. P. Judd, Timothy Haalilio, and John Ii, a treasury board for the Kingdom, and charge you to receive the poll tax, the poalua money, and all money paid

instead of the swine tax; also all money paid for criminal offenses, the harbor dues and duties, the land rents, and all tax money, and every kind of property which can be made use of in paying government debts.

We also hereby charge the governors and all officers to give you timely notice respecting such moneys and such property, and then you will, at your discretion, leave it for awhile or take it into your hands immediately.

We furthermore charge you to execute this business promptly and faithfully, and in the month of April, 1843, render in writing a full account of all your doings.

In testimony whereof we have subscribed our names at Lahaina, Maui, on this 10th day of May, 1842.

KAMEHAMEHA III.
KEKAULUOHI.

At this meeting of the chiefs the following persons were appointed officers of the Kingdom:

The representative body appointed Paki, Kanaina, Kaauwai, and Kapena assistant supreme judges.

The King appointed Dr. G. P. Judd, recorder and translator for the Kingdom.

Two or three other acts were passed which are not here translated, as they were more in the form of advice and instruction than law, and would be of no special interest to foreigners.

EXHIBIT —.—Judge Humphreys.

LEPROSY IN THIS COUNTRY—THERE ARE 278 CASES REPORTED IN THE UNITED STATES.

The Secretary of the Treasury yesterday sent to the Senate the report of a commission of medical officers of the Marine-Hospital Service appointed to investigate the origin and prevalence of leprosy in the United States. The report shows 278 cases of leprosy in the United States, distributed by States as follows: Alabama, 1; California, 24; Florida, 24; Georgia, 1; Illinois, 5; Iowa, 1; Louisiana, 155; Maryland, 1; Massachusetts, 2; Minnesota, 20; Mississippi, 5; Missouri, 5; Montana, 1; Nevada, 1; New York, 7; North Dakota, 16; Oregon, 1; Pennsylvania, 1; South Dakota, 1; Texas, 3; Wisconsin, 3.

Of the total number, 176 are males and 102 females, 145 American born, 120 foreign born, and the remainder uncertain.

It is stated that 186 of the cases were contracted in the United States, but the opinion is expressed by the commission that this number is too large and that some of these cases were brought from abroad.

Summarizing, the commission say that the number of cases is smaller than is generally believed. They also say that leprosy is conveyed from one person to another in the United States, such conveyance being most markedly noticeable in the States in the Southern coast; that a large majority of the cases in the United States (33 per cent) are at large; that at present only 72 of the cases are isolated and provided for by the States or cities in which they are located, and that many of these now at large, if not all, would be willing to be cared for by the public if proper leprosaria existed for their treatment and comfort. The commission recommend the establishment of a retreat for lepers

and express the opinion that it should be in the arid Southwest or a similar region farther north or on an island in the Gulf of Mexico or on the Pacific coast.

Of the 155 cases reported from Louisiana 101 are in New Orleans Parish and 37 in the leper home at Iberville. Of the 7 cases in New York 4 are in Kings County and 3 in New York City. The commission express the opinion that the figures given do not represent the total number of lepers in the country, because they say that the local character of the disease causes persons affected to conceal it as long as possible. They also express the opinion that it is most frequently contracted by inhaling dust where lepers have been located.

September 9, 1902.—At the leper settlement, Molokai.

Lepers:	
Males	
Females	
Children, males	
Children, females	
Total	
Kokuas:	
Males	
Females	
Total	
Nonleprous children:	
Males	
Females	
Total	
Other well persons:	
Males	
Females	
Total	
Total at settlement	1,0

Children sent to Honolulu.

October 3, 1901	
June 6, 1902	
June 9, 1902	
Total	
All sent to Kapiolani Home.	

Deaths at settlement for year ending August 31, 1902.

Males	
Females	
Total	

Births at settlement for year ending August 31, 1902.

Males	
Females	
Total	
Legitimate	
Illegitimate	

EXHIBIT No. 1. ·

PETITION OF MRS. PRATT AND MRS. WILCOX PRAYING REIMBURSEMENT OF THE QUEEN FOR CROWN LANDS.

To the honorable subcommittee of the United States Senate Committee on Pacific Islands and Porto Rico:

The undersigned respectfully desire, with the consent of your honorable committee, to join in the petition and prayer that Liliuokalani be suitably and equitably recompensed by the United States for the loss of her sovereignty, fees, emoluments, and perquisites as Queen of the Hawaiian Kingdom;

And your petitioners humbly pray:

That the Congress of the United States may, by such inquiry, research, and evidence as may be necessary therefor, determine the title in and to those certain pieces and parcels of real estate situated in the former Kingdom of Hawaii, now Territory of Hawaii, known as the "Crown lands" at the time of the assumption of title to and control of the same by the United States of America, as also to the rents, issues, and profits thereof;

That, upon so determining the premises, Congress of the United States may by appropriate and necessary enactment affirm such title, or if for any reason it shall be met or the premises require, that it shall provide for the payment of the value of said "Crown lands" and of the rents, issues, and profits thereof in money; and

That your petitioners may be permitted to hereafter submit, for the consideration and aid of your committee, and of Congress, such further record, evidence, or argument as shall or may be necessary or pertinent to such inquiry and finding.

And your petitioners will ever pray.

ELIZABETH KEKAANIAU PRATT.

THERESA OWANA KAOHELELANI WILCOX.

EXHIBIT No. 2.

To the honorable Subcommittee of the United States Senate Committee on Pacific Islands and Porto Rico.

GENTLEMEN: The undersigned, Emma Alexandria Kilioulaninuiama-Kalanikauikaalaneo Defries, your petitioner, respectfully submits the following facts for your consideration and judgment, namely:

First. At the time of the overthrow of the Government of the Kingdom of Hawaii, the reigning Queen was enjoying the rents, issues, and profits of certain lands within the Kingdom called the "Crown lands," and covering nearly 1,000,000 acres and yielding an income of \$20,000,000.

Second. The fee of said lands at the time of said overthrow was vested in the heirs of the Kamehamehas, to whom said lands originally belonged, and who set the same aside for their successors, who were to have simply a life interest in the same.

Third. Your petitioner prays that the Government of the United States may recognize the justice of the claim of Liliuokalani, our former

Queen, and grant her suitable compensation for the loss which sustained through said overthrow of her Government; and your petitioner further submits that the heirs to said "Crown lands" should receive just compensation for the loss which they have sustained in absolute ownership which the Government of the United States established over said "Crown lands."

Fourth. Your petitioner is a descendant and an heir of the Kamehamehas, as shown by the annexed printed statement of her pedigree to which she refers, and which she makes a part of this petition.

Fifth. That your petitioner will suffer great loss and injury, and has no remedy under the Constitution of the United States or the laws of the land, if the Government of the United States fail or refuse to make suitable compensation to her for her interest in the said "Crown lands."

Wherefore your petitioner prays that some provision may be made for the payment to her, or her heirs or assigns, of such a sum of money as may be deemed just and equitable.

And your petitioner will ever pray, etc.

EMMA ALEXANDRIA KALANIKAUIKAALANEO DEFRIES,
Petitioner.

Dated Honolulu, Territory of Hawaii, September 29, 1902.

TERRITORY OF HAWAII, *Island of Oahu, ss:*

Emma Alexandria Kilioulaninuiamamao Kalanikanikaalaneo Defries, being duly sworn, deposes and says that she has read the foregoing petition, and that it is true to the best of her knowledge and belief.

EMMA ALEXANDRIA KALANIKAUIKAALANEO
KILIOULANINUIAMAMAO DEFRIES

Subscribed and sworn to before me this 30th day of September, 1902.

[SEAL.]

N. FERNANDEZ,
*Notary Public, First Judicial Circuit,
Territory of Hawaii.*

A BEAUTIFUL HAWAIIAN OF HIGHEST ROYAL LINEAGE.

Kalanikauikikilo Kalawaiakua Waikanakaole (w.) was the mother of my great-great-grandmother, Kilioulaninuiamamao Hikaiwainui (w.), first born to Kiwalao (k.), son of Kalaniopuu (k.), King of Hawaii in the year 1764, long after the death of Kualii (k.). She grew up under the care of three high chiefs, Naili (k.), Kueue (k.), Iwikauikaua (w.). Naili (k.), a brother to Kamakaimoku (w.), wife of Kalaninuiamamao (k.); Kueue, or Kauokalani (k.), a son to Naili (k.), and a great-great-grandfather to J. Nawahi and others, and the third was a very high chieftess, Iwikauikaua (w.). Her heiau still recalls her memory in Kihuna, Hawaii, where my great-great-grandmother, Kilioulaninuiamamao Hikawainui (w.), and her cousin, Kaleipaopao (w.), were both brought up from childhood. She was married in the year 1780 to the chief warrior, Kapakapilinuiaehu (k.), grandson of Kalanikaumakaowale (k.) and son of Kauloaiwi (k.). In the year 1781 a son was born to them. He grew up under the care of Kamehameha Kauokoa (k.) and his wife, Kiliwebi (w.). The latter died in Kaanapali district in the same year. She requested to have her remains buried at Pakaalane, her birthplace.

EXHIBIT No. 3.

*The honorable subcommittee of the United States Senate Committee
on Pacific Islands and Porto Rico.*

GENTLEMEN: The undersigned, Henry De Fries, your petitioner, respectfully submits the following facts for your consideration and judgment, namely:

First. At the time of the overthrow of the Government of the Kingdom of Hawaii the reigning Queen was enjoying the rents, issues, and profits of certain lands within the Kingdom called the "Crown lands," and covering nearly 1,000,000 acres and yielding an income of \$20,000,000.

Second. The fee of said lands at the time of said overthrow was vested in the heirs of the Kamehamehas, to whom said lands originally belonged, and who set the same aside for their successors, who were to have simply a life interest in the same.

Third. Your petitioner prays that the Government of the United States may recognize the justice of the claim of Liliuokalani, our former Queen, and grant her suitable compensation for the loss which she sustained through said overthrow of her Government; and your petitioner further submits that the heirs to said "Crown lands" should receive just compensation for the loss which they have sustained in the absolute ownership which the Government of the United States has established over said "Crown lands."

Fourth. Your petitioner is a descendant and an heir of the Kamehamehas, as shown by the annexed printed statement of her pedigree, to which she refers and which she makes a part of this petition.

Fifth. That your petitioner will suffer great loss and injury, as she has no remedy under the Constitution of the United States or the law of the land, if the Government of the United States fail or refuse to make suitable compensation to her for her interest in the said "Crown lands."

Wherefore your petitioner prays that some provision may be made for the payment to her, or her heirs or assigns, of such a sum of money as may be deemed just and equitable.

And your petitioner will ever pray, etc.

HENRY DE FRIES, *Petitioner.*

HONOLULU, TERRITORY OF HAWAII, *September 29, 1902.*

TERRITORY OF HAWAII, *Island of Oahu, ss:*

Henry De Fries, being duly sworn, deposes and says that he has read the foregoing petition, and that it is true to the best of his knowledge and belief.

HENRY DE FRIES.

Subscribed and sworn to before me this 30th day of September, 1902.

SEAL.]

N. FERNANDEZ,

Notary Public, First Judicial Circuit, Territory of Hawaii.

MEMBERS OF THE DE FRIES LINE OF NOTABLE HAWAIIANS.

EDITOR ADVERTISER: Genealogy and history of Mr. and Mrs. Henry Howard Kauauanuiamahi De Fries is hereby given and delivered in our hands this 22d day of August, in the year of our Lord one thousand nine hundred and one, being the twentieth anniversary of the birth of their son John Alexander Liholiho Kalaninohopono-o-Lunalilo.

His father, Henry Howard Kauauanuiamahi De Fries was born at Kohala, Hawaii, March 1, 1856. His mother is from the lineal line of Liloa (k) by his son Hakau (k) and to Umiwiula (w), mother of Kauauanuiamahi (k) and his only brother, Mahi (k). They gained victories in the battle of Mahiki, but finally dissatisfied, in the name of Kaili they raised weapons, spears, etc., to kill themselves. Kauauanuiamahi (k) was heard to say: "It is better for us both to die on this battlefield by the strength and power of our God (Kaili). Our family will hereafter rise with pride, and will take interest also in any battle allotted to them," and his brother Mahi was heard to say: "Our love to our children, how could we die." No loss of time was allowed by his brother Kauauanuiamahi. He raised his weapons on his only brother and said: "There are many here to be our companions in death," and the two brothers ended their lives side by side.

These are the ancestors of Henry Howard Kauauanuiamahi De Fries. Liloa (k) marries Pinea (w) issue Hakau (k); Hakau (k) marries Kukulaniapae (w) issue Pineaikalani (k) and a sister Keauomeha (w); Pineaikalani (k) issue Hakaukalalapuakea (w), marries Keawenuiaumi (k) issue Ilikikuahine (w); Ilikikuahine (w) marries Keliolono, issue Opu (k), marries Hinakaubiohope (w) issue Ilikielele (w), marries Makakuokalani (k) issue Umiwiula (w), marries Mahi (k) issue Kauauanuiamahi (k) and his brother Mahi (k), this last named, had no issue. They lived together from childhood. Through Kauauanuiamahi (k) they had issues, grand issues, and great-grand issues. Kauauanuiamahi had three wives. The first wife is Kalanikauleleiaiwi. Their issue was Alapainui (k). His second wife is Kepookapuokalani. Their issue was Kepooheke (k) and a sister, Kaleiheana. His third wife is Kaohukiokalani. They had 7 issues. Only 3 survive: Opu (w), Kuheana (w), and Paluanuhikanaloha (k). Alapai marries his half sister, Kalciheana, issue is Koahikanaloha (k); marries his aunt, Opu. Their issue is Kaneelele (k) and others. He marries Wahninekualana (w). Their issue is Kekoaokalani (k) and 2 others. He marries Keliopunui (w). Had 22 children all dead, but 2 survive from one of their daughters, Hale-o-Keawe (w) married Mr. John De Fries, sr. By this marriage they had 4 issues, first son Henry Howard Kauauanuiamahi. He marries Emma Alexandria Kalanikauikaalaneo Kilioulaninuiamamao, a lineal descendant from Queen Keopuolani, Kamehameha I, wife. The second son is Haleokeawe, John Keaumakalani; marries Hattie Kawailani, of equal lineal line to her husband, through his ancestors. By this marriage no issue. The third son, Hiram Paluanuhikanaloha, marries a lady from Salt Lake City; 4 issues, the fourth issue is a daughter, Julia Wahninekualana; marries William Rice, a prominent descendant by his mother's side; 8 issues. In numbering up the grand issues of Hale-o-Keawe and her issues and also her mother's, the old lady had 22, the daughter had 4, and the son and daughter had 23, this place Hale-o-Keawe and her husband, John Henry De Fries, sr., have 27 issues living. Here are the ancestors of Keliopunui (w), the mother of 22 children.

life of Kekoakalani (k): Kauananuiamahi (k) marries Kaohukiokalani (w), 7 issues, 3 survive: Opu (w), Kuheana (w), Paluanuhikanaloa (w) marries a lady of high rank. Her ancestors are from the lineal descent of Kalonanui (k), marries Kahalakaiuholua (w) issue Kalamakua (w) marries Kelea (w) issue Laieloheloheikawai (w), marries Piilani-kae (k) issue Kaleiheana II, sister of Kihaapiilani (k) and Lonoapii (w). Kaleiheana II marries Kaaeokalani (k) issue Kekaokalani (k), marries Kuhelani (w), his own cousin; their issue is Pualinui (k), marries Puaikanaka (w) issue Kaunakakai (w), marries the son of Kauaua-kanahi (k), his name is Paluanuhikanaloa (k), and their issue is Keliopunui (w) and a son, Kaliliaimoku; Keliopunui marries Kekoakalani (k), 22 issues, all dead but 2. Their names are Kekoanuiokalani (k) and Paluanuhikanaloa II, and from one of Keliopunui (w) and Kekoanuiokalani (k), daughter Hale-o-Keawe (w). Through her they had issue and grand issue and great-grand issues to Keliopunui (w). This old lady lived one hundred and seven years, the mother of 15 children. She died at Puaikaula, Puuloa Harbor, at the house of one of her grandsons, Mr. John Keaumakalani. She was born at Kaupo, on the island of Maui. From her it was learned that she was born about the time of the battle of "the red mouthed cannon" Kepuwahaulaula, or Kawai (the water), fought by the combined forces of Kahekili (k) and his brother, Kaeo, king of Kauai, against Kamehameha I, who was victorious. This battle was noted as being the first one in which a cannon from the foreigners was used with deadly effect. Our noted chronicler, the late Judge Fornander, has set this time to be about 1791, which would prove the old lady we are speaking about to be 107 years of age. She was the mother of 22 children, 15 of whom lived for some years and were married, had issues, and died young. Her youngest son is 40 years of age. During the time when Mr. R. C. Wyllie was minister of foreign affairs, on account of her being very old, a special silver medal was made for her, which she highly prized. It must be known she was only married once. The medal is now in the possession of her youngest grandson, Hiram Paluanuhikanaloa De Fries, now in Salt Lake City.

These are the ancestors of Pupu (w), mother of Kaunakakai (w) and life of Pualinui: Lonoaahu (k) marries Kaleikapu-a-Lono issue Lonoaikanaka (w), marries Hulukane (k) issues Kauhiokeka and Kapa-keulumoku (w), this last issue marries Hewahewanui (k) issue Heleualani (w) and Kapikokaakua (k), Pio issue Pupunuiakanaka (w) she marries Pualinui (k) issue Kaunakakai (w) and Kuheleaulani, Kaunakakai (w) marries Paluanuhikanaloa (k) issue Keliopunui (w) and Kalilikane (k), Keliopunui (w) marries Kekoakalani (k), 15 children. A history is also given of Kaaeokalani (k) as being the first to use the word (kamau) in walking, very much stricken in years Kaaeokalani (k) and his only son responded to Kalaniakua (k) Kuhaua, setting a certain day to build his Imu Loli in Kaupo, Maui, as it is the custom amongst high chiefs to pay respect to one high in rank. Kalaniakua seeing Kaaeokalani (k) and his son, Kekaokalani (k), coming hail out to them with joy, saying E. Kaaeokalani (k), e, hele mai, e naue ae nei ke Akua, e-a. Kaaeokalani (k) and his son responded, A-e ke kamau ae nei i ka la luo loli ou e Kalani." These words were kept secret by Keliopunui, and knowing that her death was drawing nigh she wanted every word written which came to her memory.

This genealogy and history comes from the old lady herself and others that knew her and her husband.

We have come to the four issues of Hale-o-Keawe (w) and grand issues.

Henry Howard Kauauanuiamahi genealogy is now ended. His issues will be given in through Mrs. Emma Alexandria Kalanikau kaalaneo De Fries' genealogy. * *

EXHIBIT No. 4.

The Honorable Subcommittee of the United States Senate Committee on Pacific Islands and Porto Rico.

GENTLEMEN: The undersigned, Wilhelmine Dowsett, one of the daughters of Kaumana Pilahiulani Widemann, your petitioner respectfully submits the following facts for your consideration and judgment, namely:

First. At the time of the overthrow of the Government of the Kingdom of Hawaii, the reigning Queen was enjoying the rents, issues, and profits of certain lands within the Kingdom called the "Crown lands" and covering nearly 1,000,000 acres, and yielding an income of \$20,000,000.

Second. The fee of said lands at the time of said overthrow was vested in the heirs of the Kamehamehas, to whom said lands originally belonged, and who set the same aside for their successors, who were to have simply a life interest in the same.

Third. Your petitioner prays that the Government of the United States may recognize justice of the claim of Liliuokalani, our former Queen, and grant her suitable compensation for the loss which she has sustained through said overthrow of her Government, and your petitioner further submits that the heirs to said Crown lands should receive just compensation for the loss which they have sustained in the absolute ownership which the Government of the United States has established over said Crown lands.

Fourth. Your petitioner is a descendant and an heir of the Kamehamehas, as shown by the annexed printed statement of her pedigree to which she refers, and which she makes a part of this petition.

Fifth. That your petitioner will suffer great loss and injury, as she has no remedy under the Constitution of the United States, if they fail or refuse to make suitable compensation to her for her interest in the said Crown lands.

Wherefore your petitioner prays that some provision may be made for the payment to her, or her heirs or assigns, of such a sum of money as may be deemed just and equitable.

And your petitioner will ever pray, etc.

WILHELMINE DOWSETT, *Petitioner.*

HONOLULU, TERRITORY OF HAWAII, *September 29, 1902.*

TERRITORY OF HAWAII, *Island of Oahu*, ss:

Wilhelmine Dowsett, being duly sworn, deposes and says that she read the foregoing petition, and that it is true to her knowledge and belief.

WILHELMINE DOWSETT.

Subscribed and sworn to before me this 30th day of September, 1902.

[SEAL] N. FERNANDEZ,
Notary Public, First Judicial Circuit, Territory of Hawaii.

GENEALOGY OF A FAMOUS FAMILY OF THESE ISLANDS.

ANCESTORS OF ROYAL LINEAGE OF MRS. WIDEMANN SUPPRESSED DURING THE LIFE OF JUDGE
H. WIDEMANN.

The following is the genealogy of Mrs. Kaumana Pilahiulani Widemann, wife of the late Judge Hermann Widemann. Her ancestors are here given in full, from Opukahonua (k) to Kumuhonua (k) from Kumuhonua (k) to Hulihonua (k) from Hulihonua (k) to Kumu-uli (k) from Kumu-uli (k) to Paiakalani (k) from Paiakalani (k) to Kahiko (k) and his wife Kapulanakehau (w) their issues are Lihauula (w), Wakea (k) and Makuu (k); Papanuihanaumoku (w) the wife of Wakea (k) descended from Kumuhonua (k), also her parents were Kulaniehu (k) and Kahakauakoko (w) from Hawaiihoa (k) and his wife Hualalai (w) descended Mauiialii (k) and Oahu (w) and Kauai (k), Oahu (w) marries Kunuiakea-akua (k) their issue is Kunuiakea I (k) from him and his wife Kahikiwalea (w) issued children and grandchildren and great grandchildren, from Hulihonua (k) and Kumu-uli (k) descended the gods known by their names as follows: Ku (k), Lono (k), Kane (k), Kanaloa (k), Kauakahi (k), and Maliu (k), through Kanaloa (k) issued Laka (k) and Malua-po (k) marries Laweikeao (w) their issue is Kinilau-a-mano (k) from Kinilau-a-mano (k) and his wife Upolu (w) their issue is Haho (k) from Haho (k) down to Wakea (k) and his wife Papanuihanaumoku (w) issued Hoohokuokalani (w) according to old customs of Pio or Niau Pio, she married her own father Wakea (k) and their issue was Haloa, from Haloa to Ulu (k) and Nana Ulu (k) from Nana Ulu (k) to the four Mauis (k) from the Mauis (k) to Hema (k) and Puna (k) from Puna to Laa (k) from Laa (k) to Hanalaanui (k) and Hanalaaiki (k) from Hanalaaiki (k) descended Kihaapiilani (k), Lonoapii (k), Kamalalawalu (k), Kauhiakama and his brother Keumikalakauaehuakama (k) down to his issues Kauakahiakua (k), Kaiki-laniashumanu (w), Kamaalewa (k) and Piilanikapunuiæhu (w) married the son of Kauhiakama (k), his name is Kalanikaumakaowakea (k), and their issue are Kauloaiwikamaikeahienanuiæhu (k) and Piipii-wahine (w) married Nalupipio (k), their issue is Piilanikane II (k) married Kekuiapiia II (w), daughter of Kekuaokalani (k) and Kili-wehi (w) and granddaughter of Keliimaikai (k) and his wife Piia (w), sister of Kaahumanu (w) and Kakeiheimalie (w), their issue was Punamanokalanipo (w), she married Kealaimoku (k) their issue was Kolia (k), Akamu (k) and Mrs. Kaumana Pilahiulani Widemann (w); we have come to Piilanikane II (k), father of Punamanokalanipo (w), wife of Kealaimoku (k) and mother of Mrs. Kaumana Pilahiulani Widemann (w), now here are the ancestors of Kekuiapiia (w), wife of

Piilanikane II (k): Kekaulike (k), king of Maui, also married Haala (w) issue are Kekuamanoha (k) and Namahana (w) marries Keeumoku (k) issue were Kaahumanu (w) and Kaheihemalie (w), Hakuole (k) Kuakini (k) and Kekuiapiia I (w) married the brother of Kamehameha I, his name was Keliimaikai Kalanimalokuloku-ikepookalani (k) and their issue Kekuakalani (k) marries his cousin Kiliwehi (w) their issue is Kekuiapiia II (w) married Piilanikane II (k) issue is Punamanokalanipo (w) she married Kealaimoku (k) their issue was Kolia (k) Akamu (k) and Mrs. Kaumana Pilahiulani Widemann (w), we have come to Punamanokalanipo (w), wife of Kealaimoku (k). Now we have the ancestors of Kealaimoku (k), father of Mrs. Kaumana Pilahiulani Widemann (w), through the lineal line of Kalonaiki (k) and Kalonaiki (k), Hanalaaiki (k) and Hanalaanui (k) down to Kihanuilulumoku (k) and to his son Liloa (k) descended Hakau (k) and Umialiloa (k) married Kapukini (w) issue Kapulani (w) Keanuiaumi (k) Kealiiokaloa (k) married Makuahineopalaka (w) their issue is Kukailani (k), he married Kaohukiokalani (w) their issue is Makakaualii (k) married Kapukani (w) their issue is Iwikauikaua (k) married Keakamahana (w) their issue was Keakealani (w) married Kaneikauaiwilani (k) their issue was Kalanikauleleiaiwi (w) she married Kaulahea (k) their issue was Kekuiapoianui (w) she married Kekaulike (k) their issue was Kamehamehanui (k) married Kekumano (w) their issue was Peapeamakawalu (k) married Kekualaula their issue was Kalawa (k), Kukailimoku (k) and Kawahinekauwaole (k) married Kaiwila their issue was Kealaimoku (k) married Punamanokalanipo (w) their issue was Kolia (k) Akamu (k) and Mrs. Kaumana Pilahiulani Widemann. We have come to Peapeamakawalu (k) here are the ancestors of his wife Kekualaula-o-Keaunui-a-Maweke (w): Kalonaiki (k) married Kikena-a-ewa (w) their issue is Piliwale (k) married Paakanilea (w) issue Kukaniloko (w) married Luia (k) issue Kalanimanua (w) married Lupekapu (k) issue Kaihikapu (k) married Kanehoalani (w) issue Kakuhihewa (k) married Kahaiaronui (w) issue Kaihikapuakahoohewa (k) married Kaua-a-Hoohila (w) issue is Kahoowahaokalani (k) married Kawelolauhuki (w) issue is Kauakahiakahoowaha (k) married Mahu (w) issue is Kualii (k) marries Kalanikahimakailii (w) issue was Peleioholani (k) and Lonokahikini (w) married Kamahana (k) issue Kaneoneo (k) married Kamakahelei (w) issue is Lelemaholani (w) marries Keaunui-a-maweke (k) their issue is Kekualaula-o-Keaunui-a-Maweke (w) she married Peapeamakawalu (k) issue Kalawa (k) Kukailimoku (k) and Kawahinekauwaole (k) married Kaiwilawa (k) issue Kealaimoku (k) he married Punamanokalanipo (w) their issue were Kolia (k), Akamu (k) and Mrs. Kaumana Pilahiulani Widemann (w).

Kaumana Pilahiulani married Hermann Widemann their issues were: Otto Kapalikapuokakae, Emma Kalanikaileleiaiwinuiamamao, Martha Pilahiulani Hakaukalalapuakea Kikaapiilani, Emilie Kekauluobi, Wilhelmina Kekelaokalaninui, Alice Laukapu (dead), Ma Akahiakuleana (dead), Carl Panaewa, Alwine Kalaninuimiamamao, Hermann Kalaninuikuhonoikamoku, Gertrude Piilanikapu-o-Lehu, Anna Kaikilaninui Kalaninuiamamao; H. R. Macfarlane married Emma their issues are: Harry Keaweikekahialiokamoku, Irmgard Kamili Uminuikukailani, Selen Kalanikaumana, Mary A-a Kiliwehi, C. O. Berger marries Martha their issues are: Charles Kihanuilulumoku, Hermann Alaikauakoko (dead), Olga Puna Hooipo-i-ka-Malanu.

Elda Manokalanipokapuokalani, Wilhelmina Kapulani Kaumuokalani; W. Macfarlane marries Emilie their issue are: Walter Kalaninui-Kailimoku, Alice Kalanihelenailunaapiia, Guy Kalanimalokuloku-Keopookalani; J. M. Dowsett marries Wilhelmina their issues are: Herbert Kualii, Llewellyn Lunalilo, Aileen Kekuiapoiwa Liliha; Carl marries Helen Parker their issue is Hermann Kuihealani; C. C. Conradt marries Alwine, no issue; Wm. Lanz marries Gertrude their issue is Ertha Kaumananui Keopuolani.

EXHIBIT No. 5.

name and pedigree of Mrs. Peke Stone and Mrs. Maria A. Boyd, deceased, to the so-called Crown lands of the Territory of Hawaii, now held by the Government of the United States.

AFFIDAVIT.

TERRITORY OF HAWAII, *Island of Oahu*, ss:

On this 16th day of September, A. D. 1902, personally appeared before me Peke Stone, and, duly sworn, deposes and says, that she is entitled to a certain portion of the so-called Crown lands, by reason of her relationship and connection by blood to Kamehameha III, or Kaiukeouli, one of the reigning sovereigns under the monarchy of the Hawaiian Islands. By tradition which is handed down from parents to children she proclaimed and swore that her father, Napunako, before dying, told her and her sister, Maria A. Boyd, deceased, their pedigree and history of his birth, and solemnly made them promise that they will never divulge its contents unless they were slighted by the reigning sovereigns or some petty chief. He told them that if they wish to prolong their lives in this world they must be silent, for the lives of those connected with the Kamehamehas were continuously in danger if found out. He stated to them that he was the son of Malu-Kalalani, with Pupuka, her husband by ancient marriage (hooao). Maluleiliokalani was the daughter of Namahana (w) and Kekuamanoha (k), both brother and sister, a savage custom among the chiefs of those islands. Namahana (w) and Kekuamanoha (k) were the children of Kekaulike and Haalou (w). Now, this same Kekaulike was the father of Kamehameha Nui, or Kamehameha the first, with Kekuiapoiwa (w). Kamehameha the first married (hooao) Keopuolani and had issue Liho-Ko (Kamehameha second) and Kaiukeouli (Kamehameha third).

Through this pedigree, which is undisputed, and which was well known by the high chiefs in the past, she claims recognition in the so-called Crown lands, formerly the private property of Kamehameha the third.

MRS. PEKE STONE.

Subscribed and sworn to before me this 16th day of September, A. D. 1902.

SEAL.] P. D. KELLETT, Jr.,
Notary Public, First Judicial Circuit, Territory of Hawaii.

EXHIBIT No. —.

Before the subcommittee of the Senate Committee on Porto Rico and Pacific Islands.

PETITION FOR LEAVE TO FILE DOCUMENTS BY THE OAHU RAILWAY AND LAND COMPANY.

The undersigned, the Oahu Railway and Land Company, a Hawaiian corporation, on behalf of itself and other corporations whose bonds were held by the Hon. A. S. Humphreys, at that time first judge of the circuit court for the first circuit of the Territory of Hawaii, in his opinion improper investments for trust funds, asks leave of this commission to file, as showing errors of fact and law in said holding, copies of the following documents:

1. Certified copy of master's report in the matter of the estate of Bernice Pauahi Bishop, deceased.
2. Certified copy of record of circuit court, showing approval of Hon. George D. Gear, second judge of circuit court, of said report.
3. Certified copy of master's report in re the guardianship of Anna T. K. Parker.
4. Certified copy of the decision of the supreme court overruling Judge Humphreys on the power of trustees to invest trust funds in industrial securities in the Territory of Hawaii, in re guardianship of Anna T. K. Parker.

Respectfully submitted.

OAHU RAILWAY AND LAND COMPANY

By its attorneys, HATCH & SILLIMAN.

In the circuit court of the first judicial circuit, Territory of Hawaii
In the matter of the estate of B. P. Bishop, deceased.

CERTIFICATE.

TERRITORY OF HAWAII, *Honolulu, Oahu, ss:*

I hereby certify that the document hereto attached is a full, true and faithful copy of the report of the master on file in the clerk's office of the circuit court of the first judicial circuit, Territory of Hawaii.

Witness my hand and seal of said court at Honolulu, Oahu, this 24th day of September, A. D. 1902.

[SEAL.]

J. A. THOMPSON,
Clerk Circuit Court of the First Circuit

In the circuit court of the first judicial circuit of the Territory of Hawaii. In the matter of the estate of B. P. Bishop, deceased.

REPORT OF GEORGE A. DAVIS, MASTER, TO THE HON. GEORGE D. GEAR, SECOND JUDGE OF THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT.

[Sitting in probate upon the annual account of the trustees under the will, for the year ending June 30, 1901.]

The trustees charged themselves with the following sum, \$285,040.00, and then asked to be allowed the sum of \$255,907.48, leaving the balance of \$29,133.40.

I have carefully examined the accounts and the vouchers as filed in this court and find them correct. The accounts are kept in a satisfactory manner, and the system adopted by the trustees as to the expenditure of the money of the trust estate used in the running of Kamehameha schools is carefully guarded.

The trustees of this estate have invested \$47,850 of trust funds in certain securities, to wit, Oahu Railway and Land Company's 6 per cent bonds and the McBryde Sugar Company's 6 per cent bonds. The provisions of the will of the late Mrs. Bishop as to investments by trustees of trust funds are as follows:

Par. 13. I direct my trustees to invest the remainder of my estate in such manner as they may think best. I give unto the said trustees full power to lease or sell any portion of my said estate and to reinvest the proceeds and the balance of my estate in real estate, or in such other manner as to my said trustees may seem best.

Par. 17. (First codicil.) I give unto the trustees named in my will the sole power to sell and dispose of any lands, or other portion of my estate, and to exchange lands and to otherwise dispose of the same, and to purchase land and to take leases of land whenever they think it expedient, and generally to make such investments as they consider best.

Under these paragraphs there is a large authority on the part of the trustees to invest the trust funds, and that authority is of the broadest kind. The extent of this authority seems to be indicated by the fact that these trustees have power to carry on the business of cattle ranches.

Par. 17. (First codicil.) And I further direct that my said trustees shall not sell any real estate, cattle ranches, or other property, but to continue and manage the same unless, in their opinion, a sale may be necessary for the establishment and maintenance of said schools or for the best interests of my estate.

There is, unfortunately, no statutory authority in this Territory directing trustees to invest trust funds in their hands in securities authorized by the statute. Such legislation would be wise and of great benefit to trustees and to courts of equity. In England the trustee act of 1893 expressly authorizes the investment of trust funds in securities set out in the act, and much danger and risk is avoided both by the trustees and their advisers. In Massachusetts the right of a trustee to invest in corporate stocks and bonds is fully authorized. (See Dicken's App., 152 Mass., 184.)

The rule as to the investment of trust funds in the absence of a statute is that a trustee shall exercise a sound discretion. The supreme court of the Hawaiian Islands in the case in re Estate of Banning (Hawaiian, 453), laid down the rule that in the absence of a statute limiting the class of securities in which the trust funds may be invested, the court could not undertake to direct what securities only a trustee may invest in, so as to exonerate him in case of loss. This would trench upon legislative functions. It is required of a trustee in making investments that he exercise that prudence which is used by men in the investment of their own funds, having regard not only to the interest to be made but to the security of the principal and of the permanency of the investment; the trustee must act with honesty, prudence, faithfulness, and with a sound discretion.

The principal wealth of this country is derived from the cultivation and manufacture of sugar. Corporations have been formed and vast sums of money have been invested in modern machinery and in fertilizing the soil so that it shall be productive steadily, and surely the sugar industry has grown to its present prosperous condition. The

corporations who own and control the plantations of these islands have acquired title to the lands in fee simple, or have secured long leases and the prudent investor is amply protected against loss. The first mortgage bonds of these great corporations are, in my opinion, a safe investment. The assets shown in the evidence taken by me on the several hearings and attached to this report can lead to but one conclusion, and that is that such investments are both permanent and safe.

The value of real estate in Honolulu and elsewhere in this Territory depends largely upon the sugar industry. It is, in fact, the only great source of wealth that we have, and our commercial and financial existence depends upon this industry, and the real estate of this country would not be a safe investment if this great industry, by any unforeseen circumstances, was crippled or destroyed or rendered unprofitable. Great wealth has been acquired in the past from the production and manufacture of sugar, and the future is reasonably safe.

Chief Justice Shaw, in the case of *Lovell v. Minot* (20 Pick., 119) held the rule claimed by the appellant that no investment can be considered safe or can be approved by a probate court or a court of equity except in public securities, however well supported by authorities, is a rule established in English courts of equity, is wholly inapplicable to this country and untenable. The court in this case held that an investment made by a trustee or guardian upon a promissory note which was secured by shares in a manufacturing corporation where the amount of the loan was about three-fourths of the par value of the shares, such investment was made with sound discretion. In the case of *Harvard College v. Armory*, in 9 Pick., 461, the court held all that can be required in such a case is that the trustee shall conduct himself faithfully and exercise a sound discretion in making an investment. They also added:

Such is the fluctuating character of all funds that it is difficult, if not impossible to lay down any rule broad enough to meet all cases.

1 Lewin on Trust, page 604, says:

The court will not in general control the discretion of trustees in reference to the adoption of any particular species of investment.

Upon an examination of the evidence taken before me on the several hearings as to the bonds of the Oahu Railway and Land Company, I find that the capital stock of the company is \$4,000,000; that the bonded debt (6 per cent coupon bonds) is \$2,000,000; the company has assets which are valued at \$7,004,826.42; the value of the assets directly covered by a deed of trust to secure the bondholders is estimated at \$5,733,804.96. Taking this valuation it would leave a surplus of assets conveyed by deed of trust to secure the bondholders of \$3,733,804.96.

Admitting that the valuation placed upon the assets is too high, and that \$4,000,000 would be a conservative estimate, a surplus of \$2,000,000 would be ample security for the bondholders and would make the investment a safe and sure one.

The bonds of the Oahu Railway and Land Company are redeemable in seven years, and in these times of great depression and scarcity of capital they stand at a premium of from 4 to 5 per cent. An itemized statement of the assets of this company included in the deed of trust with the company's valuation thereon, is attached to this report. I also find from the evidence that the company is paying 6 per cent upon a capital of \$4,000,000.

I have no hesitation in recommending to your honor that an investment of trust funds in the bonds of the Oahu Railway and Land Company is a safe, conservative, and prudent investment, and that a trustee who invests in these bonds acts with sound discretion, prudence, and faithfulness.

As to the investment of \$41,850 by the trustees in the 6 per cent bonds of the McBryde Sugar Company, upon the evidence taken before me at the several hearings, it appears that the value of this great corporation is about \$4,881,450, and the mortgage bonds issued are only \$750,000. Such an excess of assets and such valuable property as is possessed by this company, to wit, 13,031 acres of land held in fee simple, of which 6,000 acres is cane land and under cultivation, leaves no room for doubt as to the protection and security provided for the redemption of these bonds.

Not only are the bondholders protected at a conservative estimate of the valuation of the assets, to wit, \$4,000,000, by a surplus of about \$3,250,000, but the property, in the event of the total failure of the production of sugar in this Territory, would yield an income of 5 per cent upon \$500,000 if used as a cattle ranch alone; but it seems to me to be absurd to speculate upon the ultimate failure of sugar in this Territory. The value of the securities may fluctuate, but the enormous output of sugar and the vast sums invested in its production and cultivation place the industry beyond any question as one which will be safe in the future.

On this plantation there was cane enough in the ground this year to pay the entire bonded indebtedness. The holders of these bonds are amply protected. The investment of the trust funds by the trustees in the bonds of this corporation I find was made with prudence and faithfulness, and the trustees in making such investment exercised a sound and wise discretion. The evidence taken at the several hearings is attached to this report, and must satisfy the most skeptical that the McBryde Sugar Company's 6 per cent bonds are among the gilt-edge securities of this Territory.

THE DEED OF TRUST.

I have examined the deed of trust of the McBryde Sugar Company, Limited, to F. M. Swanzy, George R. Carter, and E. A. Woodhouse, as trustees for the bondholders, which is dated the 1st of July, A. D. 1900. Practically all of the assets of the corporation are conveyed to the trustees of the company, present and future, excepting only the capital stock of the company purchased by the company and subject to the usual proviso for redemption on payment of bonds, principal, and interest and the further proviso that until default in the payment of the bonds, principal, and interest the company should and do possess, operate, maintain, and enjoy all of the property conveyed by the deed. The trustees are to hold the property upon trust in case of default in payment of the interest upon any of the said bonds and in the payment of the principal when the same becomes due. After such payment shall have been demanded, or in case there shall have been a default in the careful observance and performance of any of the covenants or conditions of the deed or the bonds or coupons, and such default shall continue for three months after demand has been made for payment of such interest or principal, and in case default shall be made in such

payment, then and in either of said cases the trustees may enter in upon and take possession of all the property and operate it, and out of the proceeds pay the expenses, accrued interest, and the bonds.

In the second paragraph it is provided that in case of any default in entering into possession, as last mentioned, the trustees, if they deem best, may not operate the property for the payment of the bonds, but only until a forced sale and disposition of all the property can be made. Then all the property, or any portion thereof which may be necessary, may be sold at public auction to the highest bidder. The property may be sold either in parcels or in lots, and may be in bulk as of the whole property, should such sale be deemed best for the interests of the bondholders, as well as of the grantor. From the proceeds there may be deducted the expenses of sale, applying the further proceeds to the payment of any amounts remaining due either as interest or principal of the said bonds; and if there remains a surplus after such payment, said surplus shall be paid over to the grantor.

SEC. 4. The power of sale hereinbefore set forth is in addition to the right of entry and foreclosure as now provided by law for mortgage foreclosure or for any rights of the authorities under proceedings in equity for such foreclosure, and nothing in this deed contained shall prevent the trustees from proceeding under the terms of the deed in the ordinary foreclosure proceedings as above mentioned.

SEC. 6. In case of default in the payment of interest on any of the bonds here secured, the coupons therefor having been presented and payment demanded, and should such default in payment continue for the period of three months after such demand, then and thereupon the principal of all of said bonds outstanding and unpaid shall at the option of the holders of a majority of the said bonds, signified in writing, become immediately due and payable: *Provided*, That nonaction of any of said bondholders, in case of any default, shall not extend to and shall not affect any subsequent default or any rights arising therefrom.

SEC. 7. In case of any such default as aforesaid, and the election on the part of the bondholders to consider all of said bonds as immediately due, a request in writing signed by the holders of such majority of said bonds may be made upon the trustees, their successors or successor, to enforce the rights of the bondholders under the deed by entry, sale, action at law, or a suit in equity, or any other course that may be deemed expedient and for the benefit of the bondholders; but said trustees, their successor or successors, shall not be bound to take such action until a proper indemnification has been executed to the said trustees, their successors or successor, and stand responsible for all costs, charges, and expenses to be incurred by them in making such entry, sale, or other proceedings are requested. If such indemnification shall not be made and executed to the satisfaction of such trustees, their successors or successor, then they shall not be liable for any failure to comply with a request contained in such requisition shall not be taken to impair or effect any rights which may be acquired by reason of any subsequent default.

It appears to me that the sixth and seventh sections do not contain a power of sale, but a provision under which a majority of the bondholders can declare the bonds due on default in payment of the interest. The power of sale in default of payment is contained in the second section and is exercisable on a default of payment of interest for three months after demand.

The fourth section refers to the power of sale hereinbefore set forth and states that it is in addition to the right to enter and foreclose, as now provided by law for mortgage foreclosure.

It appears to me that the distinction between the two cases is this: Where, on default of payment of interest, the bondholders do not choose to declare the bonds due, the court would not decree a sale for nonpayment of interest (the payment of interest and costs were tendered before the decree was signed); where the bondholders choose to declare the bonds due, then time would be deemed to be the essence of

the contract and relief would not be granted. There can be no doubt but the exercise of the power of sale by the trustees, except where a majority of the bondholders act, is discretionary; but trustees for bondholders must act so as to protect their cestuis qui trust, and cases can be conceived as arising where action on the part of the trustees would be a duty and not an act of discretion.

It also appears to me that a court of equity, notwithstanding the provision in this deed of trust that a majority of the bondholders may, by signifying in writing that the principal of all of said bonds shall become due and payable after default has been made in the payment of the interest upon any of the bonds for a period of three months after demand, would afford ample protection and relief to a minority of the holders of the bonds, or to a single bondholder.

The corporation may elect to pay some bondholders and to postpone others, and if they paid all the bondholders but one, could it be held that he is precluded from proceeding with whatever remedies the law could otherwise give him?

In a well-considered case the Supreme Court of the United States held that where the terms of the mortgage claimed that the conveyance was for the purpose of securing the payment of the interest as well as the principal of the bonds issued under it and claimed that the mortgagor's right of possession should terminate upon a default of the payment of the interest as well as the principal of any of the bonds, the court took the view that independent of the provisions of the other articles, the trustees of the mortgage, or on their failure so to do, any bondholder on the nonpayment of any installment of interest, or of any bond, might file a bill for the enforcement of the security by the foreclosure of the mortgage and sale of the mortgaged property. This right, says Justice Matthews, belongs to each bondholder separately, and its existence is not dependent upon the cooperation or consent of any others or of the trustees. It is properly and strictly enforceable by and in the name of the latter, but if necessary may be prosecuted without and even against them.

The first covenant contained in the deed of trust, providing a remedy in case of default in the payment of the interest upon the bonds, or the principal, brings the holder of a single bond and the minority under the rule laid down by the Supreme Court in the case of *Chicago Railroad Company v. Foskick* (106 U. S., 47.)

Having come to the conclusion that the rights of the minority of the bondholders are amply protected by the provisions of the trust deed, it seems useless to speculate upon the possibility of a failure of this corporation to pay the interest upon its first-mortgage bonds, because the security given under the deed of trust exceeds the amount of the issue of the bonds four or five times; the form of the deed of trust under such circumstances is not material, but this deed of trust affords ample protection for the minority of the bondholders.

The Oahu Railway and Land Company last year paid the interest on its bonds and also 6 per cent on its capital stock of \$4,000,000, which is twice the amount of the bonds and equivalent to 18 per cent interest on the total amount of the bonds. The provision in the trust deed that a majority of the bondholders are to rule, is a wise provision, provided the rights of the minority, upon the failure to pay the interest or principal of these bonds, are protected. The investment of trust funds, therefore, in the bonds of the Oahu Railway and Land

Company, or of the McBryde Sugar Company, is a safe and prudent investment, and the trustees in exercising the discretion given to them under the will as set forth in this report was the exercise of a sound discretion, and I do not hesitate to recommend to your honor the approval of these investments for the reasons herein stated.

I have also made a thorough examination as to the value of several investments made by the trustees of the trust funds, other than those secured by bonds, and I find that the securities are ample to cover the investments, and that the trustees in making such investments exercised a wise and sound discretion. The evidence taken upon the hearings as to the value of these investments is attached to this report.

I have also made an examination and investigated as to the revenue derived from lands under lease and otherwise, and I find that the rentals derived from the lands are all that can be reasonably obtained therefor; such land as is owned by the trustees and is not yielding revenue arises from the fact that such lands are not in a condition to be rented, some of it being swamp land which would cost a large amount of money to fill so that it could be made use of. The trustees have adopted a policy of keeping the land in and around Honolulu that is unfit to be leased at the present time so that they may be made available for manufactories. I think this policy has been justified and in the near future large rentals will be secured. It is only swamp land and lands of that character that is at the present time unleased.

During the year ending June 30, 1901, the trustees have expended about \$3,000 more than the net income derived from the estate, the net income amounting to \$110,268.53. I do not think it wise that the trustees should expend in any one year more than the net income derived from the estate in the support and maintenance of the Kamehameha schools, either in making improvements or additions thereto, unless they are satisfied that anything taken from the corpus of the estate will be refunded during the succeeding year.

W. O. Smith, one of the trustees, said that he thought it desirable that the trustees should have in view that end should be sought, to wit, to keep the expenditure for these schools within the net income, but he thought, however, that the trustees were not restricted to the net income in maintaining and establishing these schools.

It certainly appears to me that the schools are in an excellent condition at the present time, and while perhaps not fully established, the trustees should endeavor as far as possible to keep the expenditure within the net income in supporting and maintaining and making improvements to these schools, and I so recommend to your honor.

I am of opinion that the trustees have carefully and prudently managed the affairs committed to their charge, and that they deserve great credit for their untiring efforts and zeal in establishing and maintaining such excellent institutions of learning as the Kamehameha schools, and especially so in establishing manual schools where trades are taught, because it is of far greater importance that the pupils who attend these schools shall be able at the end of their course to go out into the world and be able to earn an honest livelihood and thus become useful members of society; but I am also of opinion that should any of the scholars who attend these schools show an inclination and ability to master the higher branches of education, they should, so far as there are funds, be enabled to pursue these studies so that when they leave the schools they may be able to enter the higher institutions

learning on the mainland. Such cases may be exceptional, but it was evidently the intention of the testatrix that such opportunities should be afforded to the studious and intellectual.

Exhibit A, attached to this report, is the eleventh annual report of the Oahu Railway and Land Company and a statement of its assets.

Exhibit B, attached to this report, contains testimony as to the financial standing of the McBryde Sugar Company.

Exhibit C contains a list of investments showing the rates of interest, amounts, and names of parties to whom made and securities up to June 30, 1901.

Exhibit D contains a statement of ranch rents for 1901 of the Oahu Railway and Land Company.

Exhibit E contains a list of the assets of the Oahu Railway and Land Company covered by a deed of trust.

Exhibit F contains the deed of trust from the McBryde Sugar Company, Limited, to the trustees.

Exhibit G contains the deed of trust from the Oahu Railway and Land Company to the trustees.

Exhibit H contains the evidence taken at the several hearings by me as master.

I recommend that the sum of \$255,907.48, as charged in Schedule C of the trustees' account, be allowed. The trustees having charged themselves with the sum of \$285,040.88, leaving a balance on hand on the 30th day of June, 1901, of \$29,133.40, is correct, and I report and recommend that the account as filed be passed and allowed.

Respectfully submitted.

GEO. A. DAVIS, *Master*.

In the circuit court of the first judicial circuit of the Territory of Hawaii. In re Estate of B. P. Bishop, deceased. Monday, April 14, 1902.

Miss Neumann, stenographer. Report of George A. Davis, master, on the annual accounts of trustees for the year ending June 30, 1901. Master appearing in person and Messrs. Holmes and Stanley for the trustees. Court orders the master's report approved and the master to be paid a fee of \$500.

TERRITORY OF HAWAII, *Island of Oahu*, ss:

I hereby certify that the foregoing is a full, true, and correct copy of the clerk's memorandum of the proceedings had in the above-entitled matter.

Witness my hand and the seal of the circuit court of the first circuit at Honolulu, Oahu, this 24th day of September, A. D. 1902.

SEAL.] J. A. THOMPSON,
Clerk Circuit Court of the First Circuit.

In the circuit court of the first judicial circuit, Territory of Hawaii, in the matter of the guardianship of Annie T. K. Parker, a minor.

CERTIFICATE.

TERRITORY OF HAWAII, *Honolulu, Oahu*, ss:

I hereby certify that the documents attached hereto are full, true, and faithful copies of the report and supplemental report of the master

on file in the clerk's office of the circuit court of the first judicial circuit, Territory of Hawaii, in the above-entitled matter.

Witness my hand and the seal of said court, at Honolulu, Oahu, 24th day of September, A. D. 1902.

[SEAL.]

J. A. THOMPSON,
Clerk of the Circuit Court, First Circuit

In the circuit court of the first circuit, Territory of Hawaii, in and to be reported to the court. In the matter of the guardianship of Annie T. K. Parker, minor. At chambers. Before Hon. A. S. Humphreys, first judge of said court.

MASTER'S REPORT.

On the second annual account of A. W. Carter, guardian of the estate of said minor, for the year ending November 15, 1901, and December 5, 1901.

Said account comprises the usual schedules: (a) receipts, (b) expenditures, (c) balance sheet, showing unexpended balance. The guardian charges himself with total receipts of \$49,396.26, asks credit for expenditures of \$45,161.90, and shows an unexpended balance (as schedule c) of \$4,234.36.

In addition to said account, guardian files amended inventory of said ward's estate, both real and personal, including a recapitulation of loans and investments. Also a report accompanies said annual account in which guardian asks that he may be hereafter allowed to file annual accounting of said ward's estate on the 31st day of December each year instead of the 15th day of November, in order that accounts of the Parker ranch (a one-half interest in which comprises the principal portion of said ward's estate), which are annually submitted on the 31st of December, may be filed with such annual account.

The master herein appointed recommends that it be so ordered by the court, and that said guardian be instructed to file the account of said Parker ranch for the present year, and from November 15, 1901, when his last account of said ranch was rendered on the 31st of December, 1901.

The master's summary of the guardian's receipts is as follows:

Cash on hand, as per first annual account.....	\$3, 56
Collections on mortgages and notes	15, 70
Items disallowed in first annual account	39
Net earning, Parker ranch.....	26, 55
Interest on notes, mortgages, and investments.....	2, 68
Refund first assessment Hawaiian Cattle Company, 10 per cent on 50 shares	50
Total receipts	49, 39

With respect to the last item of \$500, refund first assessment on Hawaiian Cattle Company, the same being 10 per cent on 50 shares, the master will state that in first annual account of guardian, filed December 4, 1900, an item of expenditure, \$510, appears, being first assessment on 50 shares of said stock. This investment was authorized by order of Judge Perry, of date October 27, 1899. Master is informed by guardian that the said company was now defunct, and that the sum of \$500, as shown above, was refunded to him on first assessment.

Summary of expenditures as follows:

Allowance to minor's mother from October 25, 1900, to January 25, 1901, inclusive, at \$150 per month	\$450. 00
Allowance to minor's mother from September 25, 1899, to January 25, 1901, at \$200 per month	\$3, 200. 00
Less previously paid.....	2, 400. 00
	<hr/>
	800. 00
Amount from January 25, 1901, to October 25, 1901, at \$200 per month .	1, 800. 00
Master's fee heretofore allowed and court costs.....	103. 50
Guardian's commissions (first and second annual accounts)	3, 826. 19
Traveling expenses of ward	37. 50
Income tax	521. 09
Administration expenses.....	130. 79
Investments	36, 960. 00
Accrued interest on investments (\$40 being premium, and \$10 broker's commissions)	532. 83
	<hr/>
Total expenditures	45, 161. 90

The items of expenditure mentioned in said account are proved by duly authenticated vouchers, which are on file herein, except in the case of investments in bonds and notes. In these cases such bonds and notes have been inspected by the master and found to be in proper form.

Allowances as above to the mother (who is guardian of the person of said minor) were authorized by order of Judge Humphreys. (See order of 19th day of February, 1901, as of the 2d day of January, A. D. 1901.)

Master's fee of \$100 was also allowed by said order, as was guardian's commission under first annual accounting in the sum of \$2,258.49; guardian's commissions of \$1,567.70 under second annual account are correctly and legally computed.

Traveling expenses of said minor having been heretofore allowed, the master considers items above a proper charge.

Administration expenses of \$130.79, which sum includes retainer of \$100 to attorneys in re Parker will and \$28.79, minors' proportionate share (one-fourth) of expense of incorporating Hawaii Cattle Company, Limited, are in master's opinion necessary and proper charges, and I therefore recommend their allowance.

Following are investments made during the year:

Elizabeth J. Knight note	\$6, 000
McBryde Sugar Company bonds, at 99	3, 960
McBryde Sugar Company bonds, at 100	23, 000
Waialua Agricultural Company bonds.....	4, 000
	<hr/>
Total.....	36, 960

The Elizabeth J. Knight note of \$6,000, on which interest (at 8 per cent) is paid up to September 29, 1901, is secured by 25 Dowsett & Co. bonds of the par value of \$1,000 each. These bonds, as the master is informed on thorough investigation, are not on the market, but in the amount of \$25,000 are considered by bankers, who are thoroughly informed, as ample security for a loan of \$6,000, as above.

McBryde Sugar Company bonds (6 per cent), secured by a mortgage upon all of the property of the corporation, are now selling on the market for par value, or a fraction above, and are considered a good investment.

Waialua Agricultural Company bonds, on which a premium of 1 per cent was paid by guardian, are also quoted at par value.

The Parker and Davis mortgages, together with the Raymond note with interest, have all been paid in full since first annual account was filed.

In conclusion, I hereby respectfully call the attention of the court for its consideration, to the matter of guardian's bond, which, in my opinion of master, is not commensurate with the interests involved. When said guardian was appointed, under order of Judge Stanley, on the date the 25th day of September, 1899, his bond as such guardian was fixed at \$25,000, and it has so remained until the present time. It will appear from the amended inventory filed herein by said guardian on November 15, 1901, the personal estate of said ward consists of loans and investments to the value of \$54,250, together with a one-half interest in 22,000 head of cattle, 2,060 horses, and all other live stock on the Parker ranch, and a one-half interest in certain leasehold interests, set out in full in said amended inventory. The annual revenue of said ward's estate, as shown by guardian's charge for commission due him for his services during the year beginning November 1, 1900, and ending November 15, 1901, is \$28,753.93.

From the above figures and from inquiry as to the value of the personal property of the ward not valued in said inventory, it is the master's opinion that the sum of the total value of the ward's personal property and her annual income is in the neighborhood of \$300,000. I therefore recommend that the amount of the guardian's bond be increased to the sum of \$500,000. I also recommend that the guardian's second annual account be approved as rendered.

Respectfully submitted.

F. J. RUSSEL, *Master.*

DECEMBER 12, 1901.

In the circuit court of the first circuit, Territory of Hawaii, in probate in the matter of the estate and guardianship of Annie T. K. Parker, a minor, at chambers, before Hon. A. S. Humphreys, first judge.

SUPPLEMENT OF MASTER'S REPORT ON GUARDIAN'S SECOND ANNUAL ACCOUNT.

The master's report filed herein on the 12th day of December, 1901, was referred back by the court for further investigation as to the quality of the security of the bonds of the Waialua Agricultural Company, Limited, in which the guardian has invested \$4,000, and the bonds of the McBryde Sugar Company, Limited, in which the guardian has invested \$27,000.

In conformity with the instructions of the court, the master has made inquiry and taken evidence, according to the custom and practice of this court in such matters, from the officers and employees of both companies and of others. The evidence taken at the hearings in connection herewith has been transcribed and the transcript is hereunto annexed and hereby made a part hereof.

The master finds:

1. As to the Waialua bonds: The capital stock of the corporation is \$4,500,000, all outstanding and all paid up. The stock is quoted in the market at Honolulu at 55 per cent of its par value. The total assessed value of the corporation's property last January was \$3,500,000 and a large amount of money has been expended upon permanent

improvements during the present year. The trust deed, which was given by the company on April 1 of this year to secure its bonded indebtedness, authorizes the sale of bonds in the amount of \$1,000,000, of which \$610,000 worth have been sold, and the balance of \$290,000 worth are still in the treasury of the company. Said trust deed contains the following clause:

In case of default in payment of interest on any of the bonds hereby secured, the coupons therefor having been presented and payment demanded, should such default in payment continue for the period of three months after such demand, then and thereupon the principal of all of said bonds outstanding and unpaid shall, at the election of the holders of a majority of said bonds, signified in writing, become immediately due and payable, provided that nonaction of any of said bondholders in case of any default shall not extend and shall not effect any subsequent default or any losses arising therefrom.

Said trust deed conveys all of the property of the corporation. Although the property is new, it is well developed and is expected to pay dividends in a few years.

2. As to the McBryde bonds: The capital stock of the corporation is \$5,000,000, of which \$3,313,880 is outstanding and paid up and \$1,686,120 is in the treasury of the company. The stock is now quoted in the Honolulu market at about 25 per cent of its par value. The assessed value of the entire property of the corporation last January was said to be \$1,242,815, and about \$792,500 has been expended since that assessment on permanent improvements to the property of the company. The trust deed given by the company conveys its entire property, authorizes an issue of \$750,000 in bonds, and contains practically the same clause as to the right to foreclose upon nonpayment of coupons as is quoted above. The entire issue of bonds has been sold. The company was organized in 1898, is being rapidly developed, and is expected to pay its first dividends in a few years.

The property of the Waialua plantation appears to be worth about \$2,000,000 and to be good security for a loan of \$1,000,000.

The property of the McBryde plantation appears to be worth not less than \$2,000,000 and to be good security for a loan of \$750,000.

The bonds in both cases are secured by first-mortgage deeds of trust. Respectfully submitted.

F. J. RUSSEL, *Master*.

are the guardianship of Anna T. K. Parker. Appeal from circuit judge first circuit. Submitted June 27, 1902. Decided July 25, 1902. Galbraith and Perry, JJ., and W. Austin Whiting, esq., of the bar, in place of Frear, C. J., disqualified.

Guardians or trustees in this Territory are not restricted in the investment of trust funds to public securities or real estate mortgages.

Investment of trust funds in the bonds of private industrial corporations may be made where such bonds are amply secured by mortgage deed of trust on real estate and personal property and are regarded with favor by prudent men seeking investment of their own funds.

A provision in a trust deed securing bonds requiring the assent of a majority of the bondholders to compel the trustees to proceed to foreclose for default in the payment of interest on the bonds does not in the absence of express stipulation in the deed take from the minority or single bondholder the right to pursue the usual remedies in a court of equity.

A majority-consent clause is not a delegation of authority by a trustee who buys each bond.

A purchase of bonds by a guardian of a minor from a corporation of which he is the treasurer and a director is voidable at the election of the cestui que trust.

OPINION OF THE COURT BY GALBRAITH, J.

This appeal is from the decree of a circuit judge of the first circuit court surcharging a guardian with the amount of certain investments of the ward's funds, as shown by his annual account.

It appears that the ward, Anna T. K. Parker, is now eight years old and that the value of her personal property and annual income was found by the master to be in the neighborhood of \$300,000; that the second annual account of her guardian, Alfred W. Carter, filed November 15, 1901, shows loans and investments in the sum of \$54,250; that this account discloses certain investments in the bonds of local industrial corporations as follows: 27 bonds of the McBryde Sugar Co., Ltd., \$26,960, and 4 bonds of Waialua Agricultural Co., Ltd., \$4,050, and 2 bonds of the Oahu Railroad and Land Co., Ltd., \$1,500 total of \$32,510; that the account was referred to a master who later reported recommending that the same be approved as filed; that the court referred the account back to the master with instructions to take testimony and to make further investigation into the character of the security for the several bonds in which the guardian had invested the funds; that after taking testimony the master filed a supplemental report in which he recites that "the property of the Waialua plantation appears to be worth about \$3,500,000 and to be good security for a loan of \$1,000,000," and that "the property of the McBryde plantation appears to be worth not less than \$2,000,000 and to be good security for a loan of \$750,000," and that the bonds in both cases are secured by first mortgage deeds of trust; that the issue of bonds in the first company was for one million dollars and in the latter for seven hundred and fifty thousand dollars; that the court refused to approve the master's report and caused additional testimony to be adduced, whereupon the court found the accounts to be "correct and in order except in one particular, namely, in respect to the investments of the sum of \$27,000 in bonds of the McBryde Sugar Company, Limited," and approved the accounts in all respects except as to the bonds and investments; these were disapproved and the guardian was surcharged with the amount of the investment (\$32,510), also with interest thereon at the rate of six per centum per annum from the date of the respective investments; that neither before the master nor before the court was any testimony adduced as to the security for the Oahu Railroad and Land Company's bonds except the admission that they were secured by deed of trust in form similar to that securing the plantation bonds; that from this order the guardian appealed and to represent the ward pending the appeal the court appointed a guardian ad litem.

The decision of the court below was based upon two grounds, namely, (a) that the common-law rule forbidding the investment of trust funds in any securities except real-estate mortgages and public bonds was in force in this Territory, and (b) that on account of the form of the trust deed the guardian in making the investment violated the rule forbidding a trustee to delegate his authority; also the rule forbidding the mingling of trust funds.

Much was said at the argument and in the brief in this court on collateral subjects. We can not be expected to speculate or calculate the probabilities or chances, under certain supposed or fancied conditions of disaster or misfortune overtaking certain industrial enterprises

community or to speculate on the motives that would prompt men to certain action under certain fancied conditions. All these might be interesting and instructive themes for the philosopher, publicist, or moralist, but they are not in issue on this appeal, and we do not care to announce a dictum upon any one of them. Is the common-law rule relied on by the court below in force in this Territory? It is admitted that there is no statute in this Territory restricting the investment of trust funds. The common law of England was not formally adopted in these islands until 1898 and then only so far as it was not contrary to "judicial precedents and Hawaiian national usage." Prior to that time the courts of these islands were free to adopt or reject the rules of the common law. (*Branca v. Makuakane*, 13 Haw., 499, 505.)

It does not appear from any of the reported decisions of this court that the rule of the common law relied on has ever been adopted in these islands. It does appear that the rule has been specifically denied and that in a contested case the court refused to adopt or follow the rule. In *re Estate of Banning* (9 Haw., 458, 461, 462), and announced the more liberal rule of a number of the States as follows: "No statutory provision limiting the investment of trust funds to specific securities existed in the Hawaiian Islands, and this court can not go further than to hold that the trustee must act with honesty, prudence, faithfulness, and exercise a sound discretion in placing trust funds for investment." (P. 462.)

It is contended that the decision in the *Banning* case is not binding authority for the reason that it was rendered prior to the annexation of the Hawaiian Islands to the United States and that none of the decisions of this court rendered before annexation are controlling except those construing statutes continued in force by the organic act or such as may have become rules of property.

This is not the view that this court as now constituted has taken of these decisions. Nor is it the view of the United States district court for the Territory or the United States circuit court of appeals for the ninth circuit. (See the *Schooner Robert Lewers Company v. Kamaka & Kekaoha*, 114 Fed., 849.) It was held by the former court in the case last cited at nisi prius and by the latter court on appeal that a decision of the supreme court of the islands rendered in 1860 contrary to the common law (sustaining an action by the widow for damages for the death of her husband; no such action could be maintained at common law) was a part of the law of the Territory of Hawaii. What the court of appeal said in that case is pertinent here:

As will have been observed, the supreme court there expressly declared: "The principle which we now recognize will become, by judicial adoption, a valuable part of the common law of this Kingdom." Such judicial modification of the common law as the legislature of Hawaii has expressly sanctioned and ratified by section 1109 of Hagoon's compilation of the laws of that country, which, as has been seen, was in turn sanctioned and ratified by section 1 of the act of Congress of April 30, 1900, above mentioned. There was, therefore, statutory authority for the right asserted and sustained by the court below. (*Id.*, p. 854.)

The rule in regard to the investment of trust funds as announced in the *Banning* case has been the law of this jurisdiction on that subject since the date of the decision (April 25, 1894), and will continue such until overruled by this court or until a different rule is made by legislative enactment.

Much unpleasant criticism has been made of the decision in the *Banning* case. We are inclined to think that the greater part at least of

this is unwarranted. The doctrine there announced is not new nor is it novel. It has been the law in some of the States for half a century and has been approved by the Supreme Court of the United States. Mr. Justice Gray, in speaking for that court, said:

The general rule is everywhere recognized that a guardian or trustee when investing property in his hands is bound to act honestly and faithfully, and to exercise sound discretion, such as men of ordinary prudence and intelligence use in their own affairs. In some jurisdictions no attempt has been made to establish a more definite rule; in others, the discretion has been confined by the legislature or the court within strict limits. (*Lamar v. Micou*, 112 U. S., 452, 465.)

In this opinion the decisions of the supreme courts of the several States and the rule announced therein up to that date (1884) are reviewed. From this it appears that the rule announced in the *Banning* case followed in Massachusetts, Rhode Island, New Hampshire, Vermont, Maryland, and Georgia.

We do not share the fear expressed by counsel for the dire disasters that are predicted to threaten wards and their estates unless the investment of their funds is restricted to public securities and real estate mortgages. The rule of the *Banning* case has been the law of this jurisdiction for at least eight years. The practical working of the rule for this period has not verified the predictions of evil made against its operation. If trust funds have been dissipated and lost by reason of this rule, our notice has not been called to specific instances.

In view of these facts and the absence of any Government securities in this jurisdiction for the investment of trust funds, and the general commercial, industrial, and agricultural conditions prevailing here, we do not realize that there is any pressing necessity for a change of the rule.

One of the investments approved in the *Banning* case was in bonds of the Kahuku plantation and another was in the bonds of the Oahu Railway and Land Company—the last being the same bonds that were disapproved by the court below in this case. The question was not raised in the *Banning* case as to the form of the trust deed, nor was it discussed by court or counsel. From the fact that it appears in this case that the trust deed securing the Oahu Railway and Land Company bonds contains the same provision as the plantation bonds, we assume that there was the same form of trust deed in that case as this. The McBryde bonds (and the others are in like form) recite that they are “first-mortgage coupon bonds, and are payable to bearer, in United States gold coin, at the office of the company, Honolulu, on July 1, 1910,” “and bear interest at the rate of 6 per cent, payable semiannually, and that they are secured by a mortgage deed of trust covering the property of the plantation, real and personal.” They are in the form of negotiable security, as are the coupons attached thereto. The trust deed recites the authority and purpose for its execution, the form and number of the bonds and coupons, the name of the three trustees, and the certificate to be endorsed on the bonds by the trustees, and conveys to the trustees the property of the plantation set out in detail and recites the purpose of the conveyance to be “for the security and benefit of the holders of the bonds above mentioned and herein secured to be paid, and also for the like interest and benefit of all others interested in said bonds or the property to be hereby conveyed,” and that the grantor—the McBryde Sugar Company, Limited—is authorized to maintain possession of the property until after default in the payment

of the bonds or interest thereon or any part thereof. The first condition of the bond provides that if default shall be made in the payment of interest on the bonds after demand, or if there shall be a breach of any of the conditions of the bond and such breach shall continue for a period of three months, or interest remain unpaid after demand for said period, that the trustees or their successors or assigns may and, upon demand made against the grantor or its agents, shall be permitted to take charge of the property and operate the same for the purpose of paying the interest from the surplus after paying operating expenses.

The second condition is that if the trustees shall take possession under the first condition and they may deem it best not to operate the plantation, then they may sell the entire property at public auction and apply the proceeds of sale as directed in the trust.

The fourth condition provides that "the power of sale hereinbefore set forth is in addition to the right of entry and foreclosure as now provided by law for mortgage foreclosure, or for any rights or authorities under proceedings in equity for such foreclosure; and nothing in this deed contained shall prevent the trustees, their successors or successor from proceeding under the terms of this deed or the ordinary foreclosure proceedings as above mentioned."

The sixth condition is that—

In case of default in the payment of interest on any of the bonds hereby secured, coupons therefor having been presented and payment demanded, should such default in payment continue for the period of three months after such demand, then thereupon the principal of all of said bonds, outstanding and unpaid shall, at the option of the holders of a majority of the said bonds, signified in writing, become immediately due and payable, provided that nonaction of any of said bondholders as to any default shall not extend to and shall not affect any subsequent default or any right arising therefrom.

This sixth condition it is claimed renders it impossible for the trustee (guardian) to foreclose or to collect the principal of the bond upon default of interest and that it is a delegation of his authority to the majority of the bondholders and places it beyond his power to act upon his own motion as he is required to do by the terms of the trust. Is this position correct?

Judge Gresham, speaking for the United States circuit court for the district of Indiana, in construing a similar provision in a trust deed, said:

The Chicago and Alton Company agreed to pay interest on each bond, and it conveyed its property to trustees for the "benefit, security, and protection of the persons and corporations, firms, and partnerships who should hold the bonds and trust warrants aforesaid, or any of them, for the purpose of enforcing payment thereof according to their tenor and effect." The power of a majority to control proceedings to foreclose for the payment of principal when it shall become due, at the option of a majority before maturity in 1920, is not exclusive of the right which each bondholder has to enforce the security for the nonpayment of any installment of interest on any bond. This right of a minority or even a single bondholder does not depend upon the consent of a majority. If it did, the company might refuse to pay interest on the bonds held by a minority until maturity according to the terms, and even after that time, if some of counsel for defendant are correct in their position that neither before nor after maturity can the trust be enforced without the consent of at least a majority. The right which is asserted by the majority cannot be found in plain and explicit terms in the mortgage or it will not be recognized. It can not exist by mere implication. (*Farmers' Loan and Trust Co. v. Chicago and Alton Railway Co.*, 27 Fed., 146, 152, 153.)

The supreme court of Pennsylvania said on this question:

When default occurs the duties of the trustee become active and important; he represents all the bondholders, and is under obligation to protect them so far as property in his hands in trust for them will enable him to do so. If he neglects or refuses to move, any bondholder may proceed, by bill filed on behalf of himself and other members of the class of creditors to which he belongs, to compel a sale of the mortgaged premises, a removal of the trustee, or such other relief as may be appropriate. The bonds are not payable to the mortgagee, but to the bearer; they are not specialties, but negotiable instruments, passing from hand to hand by delivery and endorsement; they find a market in all parts of the civilized world and are made by an investment in moneyed institutions and by private persons. The mortgagee has no right to the custody of one of the bonds unless he buys it like any other instrument, and they furnish him no choice of remedies. He is shut up to the remedies provided by the mortgage and those which the courts of equity may afford him for the purpose of bringing the mortgaged property to sale. (*Commonwealth v. Susquehanna Del. River R. Co.*, 122 Pa. St., 306, 319, 332.)

The trustee, as mortgagee [says the supreme court of Minnesota], represents the interest of all the bondholders as beneficiaries, is the proper party to institute foreclosure proceedings, but if he unreasonably neglects or refuses to discharge his duty in the premises, doubtless any bondholder may bring an action to enforce the duty for the common benefit. (*Seibert v. Minneapolis and St. L. Ry. Co.*, 52 Minn., 148, 156.)

It is plain that the principle which is gaining some ground, *that a majority of bondholders are to rule*, can not be applied in all cases. Each bond is a separate contract with the holder of the bond. The corporation may elect to pay some bondholders and to postpone others; and if they pay all of the bondholders but one, can it be said that he is precluded from proceeding with whatever remedies the law would otherwise give him? In the Supreme Court of the United States, where the convenient but often unjust doctrine of the right of the majority of the bondholders to rule has sprung up, the clearest and strongest expressions can be found in support of the rights of the single bondholder. In a well-considered case in that court, where the terms of the mortgage declared that the conveyance was for the purpose of securing the payment of the interest as well as the principal of the bonds issued under it, the court declared that a mortgagor's right of possession should terminate upon a default in the payment of the interest, as well as the principal of any of the bonds, the court took the view that, independently of the provisions of the other articles, the trust created by the mortgage, or, on their failure to do so, *any bondholder*, on the nonpayment of any installment of interest on any bond, *might file a bill for the enforcement of the right* by the foreclosure of the mortgage and sale of the mortgaged property. "The right," said Justice Matthews, "belongs to each bondholder separately, and its exercise is not dependent upon the cooperation or consent of any others or of the trustees. It is properly and strictly enforceable by and in the name of the latter, and if necessary, may be prosecuted without and even against them. It follows from the nature of the security, and arises upon its face, unless restrained by its terms." (5 Thompson on Corporations, section 6122; *Chicago Railway Co. v. Fosdick*, 10 U. S., 47, 68; *Dupee v. Rose*, 10 Utah, 305, 309.)

It is true that there are statements made in the text-books of abstract legal principles, and the opinion in 39 L. R. Ch. Div., quoted in the decision of the court below, seems to support the contention of the guardian ad litem. However, no decision has been called to our attention, and the exhaustive research of counsel justify the inference that if there had been such decision it would have been cited, applying the rule contended for to a provision similar to the sixth condition of the McBride Company trust deed above set out. The authorities above quoted demonstrate clearly that the rule contended for is not applicable to the trust deed in the form of that under consideration. The entire instrument must be considered in its construction. Thus considered it appears that the deed was intended to protect the interests of all the bondholders, not that of a majority only, but of the minority as well, and that it does not take away, or attempt to do so, from the bondholder the usual and ordinary remedies, available to all in proper cases in a court of equity.

The trust deed is in the form demanded by commercial usage and persons who seek investments in such securities. To sustain the contention of the guardian ad litem would be to deny the right of guardians and trustee to invest in such securities although we might show them to be as safe as Government bonds. We are unwilling, even if it were admitted that there was in this case a technical delegation of authority by the guardian, to pursue a technicality to that extent. The rule requires that the trustee shall act honestly and discreetly and shall only invest in such securities as prudent men select when seeking investment of their own funds.

If the property covered by the trust deed is ample to secure the payment of the interest and principal of the bonds at maturity and is sufficient to commend them as safe investments to men of ordinary prudence and business judgment the guardian was justified in making the investment.

We do not understand that it makes any difference in the application of the rule relating to the investment of trust funds, in the absence of statute or rule of court, whether the trustee is testamentary or contractual except that in the former case the rule may be enlarged or restricted by the terms of the will.

If the bonds of industrial corporations are excluded, the field for the investment of trust funds in this jurisdiction is limited to real estate mortgages. There are no Government or municipal bonds available within this Territory. If the question presented was one of "first impressions" this reason would, perhaps, appeal more strongly to the legislature than to the courts, but the question in the case at bar is of changing a rule adopted after careful consideration and in operation many years without known disastrous effects and we consider this fact entitled to consideration.

On the question of the sufficiency of the security for the McBryde bonds. We will state without going into detail that we consider the evidence was ample to show that the property conveyed by the trust deed is sufficient security for the 750 bonds issued and the interest thereon.

As to the Waialua bonds the evidence was too meager to warrant a judgment, and we express none. The evidence taken in the Bishop estate matter and referred to in the decision of the court below was not a part of the evidence in this case and was not considered. If there is any reasonable doubt in the mind of the court below as to the sufficiency of the security for those bonds that matter should be further investigated.

The objection to the investment in the Oahu Railway and Land Company bonds was based upon the form of the trust deed given to secure them. We have held that these objections were not well taken. The court below said relative to the value of the security for these bonds:

There is no evidence of witnesses before the court as to the financial standing of the company, but the court has had reference to newspaper and stock exchange reports covering a considerable period of time, as to the market value of its stock and bonds, from which it appears that its bonds have been for many months and are now selling above par and that its stock, while now selling at a little less than par, has recently sold above par. Both are held in high repute.

From this we infer that the court below would have approved this investment but for the form of the trust deed.

A further objection is urged that is fatal to a part of the investments.

It appears that the guardian purchased at private sale seventeen the McBryde bonds of the American Sugar Company, a corporation of which he was, at the time, a director and treasurer.

The court below said on this point:

The rule is inflexibly established that where in the management and performance of the trust, trust property of any description, real or personal property, the trustee can not without the knowledge and consent of his principal directly or indirectly become the purchaser. Such a purchase is always voidable and will be set aside on behalf of the beneficiary, unless he has affirmed it after obtaining full knowledge of all of the facts. It is entirely immaterial to the existence and operation of the rule that the sale is intrinsically a fair one, that no undue advantage was obtained, that a full consideration is paid, or even that the price is the highest which could be obtained. The policy of equity is to remove every possible temptation from the trustee. The rule applies just as forcibly where the trustee acts, as in this case, as the agent for another. (2 Pomeroy, 958.) As a director and as the treasurer of the American Sugar Company, it was the duty of Carter to exercise an independent and unbiased judgment as to the wisdom of a sale of the McBryde bonds; as guardian of this minor it was also his duty to exercise a like impartial and unbiased judgment as to the wisdom of the purchase of the bonds by him as the trustee of the interests of his ward.

It is no defense to this act of the guardian to say that he acted in good faith and that the other directors concurred in the sale and that no injury resulted to the estate. This is admitted. The trustee cannot purchase property for his cestui que trust from himself. The purchase of these bonds from the American Sugar Company, of which the guardian was treasurer and a director, violated a settled rule of equity and the purchase can not be approved over the objection on behalf of the ward. "The general principle," says the supreme court of Wisconsin, "upon which this proposition must rest, is that no man can faithfully serve two masters, whose interests are in conflict. All men usually and naturally prefer their own interests to those of others, and where one attempts to act in a fiduciary capacity for another, the law will not allow him, while so acting, to deal with himself in his individual capacity." (Pickett v. School District, 25 Wis. 551.) "The general rule on this subject is, when a trustee of any description or a person acting as agent for others, sells a trust estate, and becomes himself interested, either directly or indirectly, in the purchase, the cestui que trust is entitled, as a matter of course, at his election to have the sale affirmed or set aside." (Borders v. Murphy, 125 Ill. 583; see also, Cumberland Coal Co. v. Sherman, 30 Barb., 553; 1 Field v. Cudworth, 15 Pick., 23, 31; Tomaine v. Hendricksen, 27 E., 162; 27 Am. & Eng. Encyc. Law, 195, 196, 202; Christley v. May, 13 Haw., 402; Hitchcock v. Hustace, 14 Id., 232.)

The decree appealed from is reversed except so far as it relates to the seventeen McBryde bonds purchased of the American Sugar Company and as to that it is affirmed and the cause remanded for further proceedings as may be necessary or proper, consistent with the foregoing opinion.

(Robertson & Wilder and Hatch & Silliman for the guardian. Dunne, guardian ad litem, in person.)

CONCURRING OPINION OF PERRY, J.

The English rule referred to in the foregoing opinion, that the funds may not be invested otherwise than in Government bonds or real estate mortgages, was not, as I understand it, a part of the

mon law, but merely a rule adopted by the courts of chancery in the exercise of their discretion and in the enforcement of the fundamental principle that such investments should be only in the safest securities. (See 11 Am. & Eng. Encycl. Law, 815; Woerner on Guardianship, vol. 63, p. 211.) If this view is correct, section 5 of the judiciary act of 1892, which enacted the common law of England, with certain stated exceptions, as the common law of Hawaii, has no application in this matter, and the court was, in 1894, in the case of *In re Banning*, and is now in this case, in the consideration of the subject, unhampered by any statutory enactment. If, on the other hand, the rule first above referred to is to be regarded as a part of the common law of England, still the final result is the same. One of the exceptions named in the act of 1892 is, "except as otherwise * * * fixed by Hawaiian judicial precedent." Prior to the passage of that act, to wit, in February, 1890, and in September and again in October, 1892, this court, in the estate of W. C. Lunalilo (Probate Records No. 2414), permitted and approved the investment of trust funds in the bonds of at least two industrial corporations, the Wailuku Sugar Company and the Oahu Railway and Land Company, and in the stock of one mercantile corporation, C. Brewer & Company, Limited. Whether or not similar investments were approved in other cases, I am not prepared to say, but sufficient appears to show judicial precedents contrary to the alleged requirements of the common law. In the *Banning* case, closely contested by eminent counsel as it was, the point was not even suggested.

What the court said in the case last mentioned on the subject of the investment of trust funds was not obiter dictum; it was upon a point directly involved and elaborately argued. It is an insufficient answer to say that the trustee there was acting under a will, for the direction of the will was that investments were to be made "in good securities with lower rates of interest in preference to high rates with corresponding risks." The court did not hold, nor could it well have done so, that this furnished to the trustee greater freedom of action than, in the absence of a will, the law would have allowed.

While concurring in the view that the decisions of this court rendered prior to annexation are binding on the circuit courts of this Territory unless and until reversed or modified, I do not think that the decision of the United States circuit court of appeals for the ninth circuit in the case entitled the *Schooner Robert Lewers Company v. Kamaka Kekaoha* (114 Fed., —) is to any great extent an authority in support of that view. All that the court there decided was that a certain decision reported in 2 Haw., 209 (1860), was a "judicial modification" of the common law of England within the meaning of section 5 of the act of 1892, and that therefore the common-law rule under consideration in that case did not apply.

Except as modified by the foregoing, I concur in the opinion of the majority.

The foregoing is a true, full, and faithful copy of the original decision of the supreme court, now on file in the archives of said court, in the custody of the undersigned.

Witness my hand and seal of said supreme court at Honolulu, Territory of Hawaii.

[SEAL.]

HENRY SMITH,
Clerk Supreme Court, Territory of Hawaii.

EXHIBIT No. —.

HONOLULU, TERRITORY OF HAWAII,
September 29, 1902

UNITED STATES COMMISSIONERS
(Hon. J. H. MITCHELL, Chairman).

GENTLEMEN: By your request I submit the following report of bubonic plague as it has been in Hawaii since the first visitation of the disease, especially the number of cases and costs since the first official plague epidemic, which occurred in December, 1899, and lasted until April 1, 1900.

The number of cases during the epidemic was 71, with 61 deaths.
At the following cost:

Expenses bubonic plague.

Departments.	Building and equip- ment.	Pay rolls.	Provisions.	Dry goods.	Medi- cines and drugs.
Pesthouse	\$2,900.41	\$3,275.40	\$2,468.44	\$1,269.56	\$1,399.12
Battery camp.....	8,758.58	2,819.85	5,392.31	4,171.48	17.00
Kerosene warehouse camp.....	13,291.67	5,634.62	14,497.00	14,131.12	79.00
Drill shed camp.....	8,507.62	2,004.69	7,353.81	6,654.70	43.00
Kalihi detention camp.....	145,047.41	20,273.95	57,218.67	34,686.85	1,275.00
Temporary camps at Kawaiahao, Gilman's house, and Hackfeld's warehouse.....	2,103.97	765.25	4,270.87	1,356.88	5.00
General sanitary and relief	7,423.21	21,131.54	5,341.64	606.71	1,999.00
Citizens' sanitary committee.....	86.17	1,524.40	65.08	4.25	58.00
Merchants' committee	10,617.34	3,955.15	.....	28.00	12.00
Guards	621.12	52,660.95	2,962.77	193.51	19.00
Military	1,894.14	1,137.37	2,904.03	1,378.25	8.00
Fire department	1,534.73	69.00	335.25	216.00	14.00
General board of health.....	13,802.28	17,078.09	8,529.09	493.45	92.00
Hilo board of health	1,316.32	488.75	103.90	129.10	13.00
Maui board of health	3,944.71	10,064.88	5,752.00	1,061.20	30.00
Kauai board of health.....	.....	444.00	.....	.....	.....
Appraisers and legal .....	.....	3,327.00	.....	18.00	.....
Finance committee .....	.....	1,585.00	.....	.....	.....
Total	221,849.68	148,189.39	112,194.86	66,399.06	8,571.00

Departments.	Under- taking and cre- mation.	Rat bounty.	Transpor- tation.	Adver- tisement, printing, and sta- tionery.	Sundries.	Total.
Pesthouse.....	\$6.50	.....	\$183.16	\$26.74	\$379.57	\$11,495.00
Battery camp.....	.....	.....	125.78	11.96	409.77	21,869.00
Kerosene warehouse camp .....	.....	.....	3,134.10	77.70	1,305.32	52,870.00
Drill shed camp.....	.....	.....	388.04	78.95	381.82	25,901.00
Kalihi detention camp .....	.....	.....	1,772.81	214.33	2,017.50	262,464.00
Temporary camps at Kawaiahao, Gil- man's house, and Hackfeld's ware- house .....	.....	.....	220.75	5.60	1,580.15	10,359.00
General sanitary and relief .....	.....	.....	13,893.43	366.19	3,732.96	54,455.00
Citizens' sanitary committee .....	.....	\$365.05	804.18	774.90	305.60	4,521.00
Merchants' committee.....	.....	.....	1,663.00	74.13	3,522.90	19,988.00
Guards .....	.....	.....	3,132.58	73.05	113.10	59,947.00
Military.....	.....	.....	323.25	6.25	21.85	7,733.00
Fire department.....	.....	.....	88.75	.....	99.93	2,435.00
General board of health	4,271.33	83.95	11,114.74	3,483.69	2,752.83	57,529.00
Hilo board of health .....	.....	.....	204.50	224.40	64.68	2,667.00
Maui board of health	299.91	.....	1,357.80	24.00	309.75	23,121.00
Kauai board of health .....	.....	.....	.....	.....	.....	444.00
Appraisers and legal .....	.....	.....	219.00	1,827.85	11.00	4,906.00
Finance committee.....	.....	.....	53.95	169.30	183.40	1,941.00
Total.....	4,577.74	449.00	38,629.82	6,939.04	17,192.13	625,000.00

Since April 1, 1900, to the present date, September 29, 1902, there have been 57 cases of bubonic plague, 48 occurring in Honolulu, 8 o

Island of Kauai, and 1 on the island of Maui. Fifty-one of these cases have occurred during the presidency of Dr. H. C. Sloggett as President of the Territorial board of health.

The total amount of money expended for the care of these 57 cases approximately \$5,000. Of this sum about \$3,500 has been used to purchase the necessary fumigating plants, also for fitting up the detention hospital, where a trained nurse is in constant attendance, and for the care and fumigating of 10 suspicious cases.

The only outstanding debt of the board of health is about \$400, which they are unable to pay until the necessary amount is given to the board by the next legislature. This money is to pay for feed destroyed where two or three cases of plague occurred.

The premises upon which cases have occurred have been most carefully fumigated and cleaned. At no instance has there been a recurrence of the diseases after the premises have been so thoroughly disinfected. I have personally seen the work done by the present board, and can say that it is thoroughly carried out.

I wish to attach the special report of the board of health upon the cholera epidemic which visited here during August and September, 1895. This cost the Government sixty-odd thousand dollars to thoroughly eradicate from our city.

As there have been several statements made in re Kalaupapa store the leper settlement, I would submit the last report of the board of health, which will certainly give the correct account. (See pp. —, —, —.)

Our Delegate, Hon. R. W. Wilcox, has made the statement that our children have been inoculated with leprosy, therefore I wish to inform you that such statements are probably based upon the old way of vaccinating, from arm to arm, long before our present method was in vogue. It is a very common belief not only among the Hawaiians, but among our own people, that leprosy has been spread by such means.

Before closing, I would like to inform your committee that personally I believe the leper settlement should be under the care of the Federal Government, as the leper question is entirely a national question, not a local one. Among our own people who become lepers many are allowed to leave, either to go to Japan or California, this depending upon their financial means. Therefore I believe this one reason that the Federal Government should have complete charge of the leprosy question, not that I would advise Molokai to be the one national leper settlement, but that there should be one on the mainland, one here, and one in our Philippine possessions.

Under this heading I would certainly advise the passing of Senate Bill No. 3094.

Very respectfully,

JAMES T. WAYSON, M. D.

REPORT OF THE PRESIDENT BOARD OF HEALTH, NOVEMBER 10, 1900,
TO FEBRUARY 1, 1901.

THE GOVERNOR OF THE TERRITORY OF HAWAII:

As Mr. E. C. Winston is absent from the Territory, in compliance with your request, I would respectfully report on the period from the time Dr. C. B. Wood resigned up to the election of Dr. J. H. Raymond.

Dr. C. B. Wood resigned as president of the board of health to effect November 10. From that date up to November 27 the board was without a president, and on that date Mr. E. C. Winston was elected. From November 27 to December 12 he performed the duties of president, when, on account of his leaving for San Francisco he resigned, and Dr. J. H. Raymond was elected.

The principal matters taken up during this period by the board were:

(1) The condemnation of the block in old Chinatown bounded by Beretania, Nuuanu, Kukui, and River streets, on account of it being low and at times covered or partially covered with water and improperly drained.

(2) The reduction of prices at the Kalaupapa and Kalawao settlements and Molokai, so that simply the cost of the goods and expenses of the stores were covered.

(3) In the interest of pure foods it was voted by the board that whenever the food commissioner finds merchandise adulterated and injurious to health the name of the manufacturer and the local dealer should be published, and also that all adulterations of articles of food be prosecuted where a sale could be proved.

A number of routine matters were disposed of, but the work of the board was greatly hampered during this period on account of not having a full board, and also no president for over half the period.

Respectfully submitted.

J. S. B. PRATT,
Executive Officer

HONOLULU, H. T., *January 19, 1901.*

THE GOVERNOR OF THE TERRITORY OF HAWAII:

I have the honor to submit herewith the report of the board of health for the period since I was elected president of the board on December 12, 1900.

The time has been so short that I will only touch upon the principal matters the board has acted upon and accomplished; also make certain recommendations which I believe would improve the efficiency of the board.

Time has not allowed of getting any reports from the various officers of the board.

Meeting of the board.—The board held six regular and two special meetings.

The members have been faithful in their attendance and in the carrying out of the important matters with which they have had to deal.

Leper settlement.—(1) Finding that the importation of firearms and intoxicating liquors was increasing greatly at the settlement on Molokai, the board deemed it advisable to pass the following resolution: "Lepers in charge of and supported by the board of health of the Territorial government in the leper settlement at Molokai shall not be allowed the use of firearms, or the use of spirituous liquors, except as the same may be required for medical purposes."

(2) The superintendent of the leper settlement recommended the erection of a boarding house for lepers at Kalawao and submitted an estimate of \$1,700 as the cost of the building. The recommendation was

was approved and he was directed to proceed with its construction. The building is now in process of erection.

(3) Outside of a number of malarial fever cases the general health of the settlement has been fair.

(4) Certain regulations relating to visits to the leper settlement have been drawn up by a committee and submitted to the board. These will be acted upon at the next meeting. The object of these regulations is to prevent personal contact between those who are afflicted with leprosy and those who visit the settlement and are free from the disease.

Condemnation of lands.—I examined certain localities in the new and old Chinatown, and found them so insanitary and such a menace to the public health that I recommended to the board that they be condemned, under act 61, session laws of 1896.

The board adopted the recommendation and the following blocks were condemned, and the secretary of the board was directed to notify the superintendent of public works of the condition of these blocks and parcels of land, together with the recommendation that the lands be filled up.

The blocks bounded by King, River, Hotel, and Kekaulike streets; Hotel, River, Pauahi, and Maunakea; Pauhai, River, Beretania, and Maunakea.

A stagnant pond makai of St. Louis College and mauka of Beretania street.

Another stagnant pond makai of property leased by Cross Bros. and adjoining the O. R. & L. Co's shops.

More radical action was deemed necessary on the property leased by Mr. Winam, on the mauka side of the extension of Beretania street and Ewa of Aala. In this case, besides the usual recommendation to the superintendent of public works, the board ordered the place put in a sanitary condition within forty-eight hours or else the premises vacated. At the end of the forty-eight hours after the service of notices the premises were vacated.

Relief camps No. 1 and No. 2.—Owing to the insanitary condition of these two camps it was deemed advisable to request the government to close them.

Commissions issued during the plague epidemic.—During the epidemic of 1899 and 1900 a number of commissions were issued to volunteers and others, and as the necessity for continuing these had passed, they have been all canceled and new commissions issued to only those working for the board of health at the present time.

Duties of government physicians.—The duties of government physicians were investigated and changed so that now they have to perform the duties of registrars of births, deaths, and marriages, and perform post mortems in all cases of unattended deaths where the cause of death is not clear, and without extra compensation except in such cases where the performing of a post mortem would work a hardship on them. This, when in full operation, will greatly improve the records of vital statistics, and without additional expense to the government.

Plumbing inspectors.—At a meeting held December 19, 1900, a new plumbing inspector was appointed, Mr. E. G. Keen, and at a later meeting Mr. J. F. Kiernan was appointed his assistant.

Neither of them are plumbers by trade, but both of them have had a good deal of experience in plumbing work, and the plumbing

inspector, Mr. Keen, has made a study of sanitary plumbing for over a year.

During the months of November and December there were 159 plans filed to do plumbing work and the same number of permits granted.

The number of inspections made were 446; final certificates given, 13.

The plumbing rules and regulations are being strictly enforced, and all defective work has to be made right before a final certificate can be obtained.

Plumbing regulations.—The plumbing regulations were investigated by a committee consisting of Mr. Edwards, sanitary engineer; Mr. E. G. Keen, plumbing inspector; Dr. J. S. B. Pratt, executive officer, and myself. A meeting with the master and journeymen plumbers was held and the rules gone over section by section and their views obtained. Afterwards the committee held meetings and the views of the various plumbers were reviewed and authorities on sanitary plumbing consulted. Amendments in a number of instances were made, and these amendments were adopted by the board.

Methylated spirits.—As a number of deaths had occurred from the drinking of methylated spirits, the board took up the matter and referred it to a committee to draft a report to submit to the legislature.

Reorganization of the offices of city physician, physician under act to mitigate, veterinaries, and bacteriologist.—This subject was submitted to the board at a meeting held December 26, 1900, and I recommended that the positions be declared vacant on January 1, 1901, so as to give an opportunity for reorganization.

On January 4, 1901, two city physicians, at a salary of \$100 each, one to attend to the inside work and the work under the act to mitigate, and the other to attend to the outside work and the experimental work at Kalihi receiving station, were appointed, making a saving of \$500 a month.

One veterinary, at a salary of \$200 a month, was appointed to perform the duties formerly done by two, thereby saving the department \$65 a month.

The office of bacteriologist was left vacant for the present. These changes will save money to the department and at the same time not impair the efficiency of the service.

Food commissioner.—The food commissioner, Dr. Shorey, has given his attention to adulterated milk, extracts, spices, coffee, and drugs.

Milk samples analyzed in November, 61. Two cases of sales of adulterated milk were prosecuted.

In December 78 samples of milk were examined, and 13 were found below the standard, but bona fide sales could not be proven, so they could not be prosecuted. The names of the dairy and amount of adulteration were published.

Samples of extracts of lemon were examined, and one contained no oil of lemon.

Adulterated coffee was found; but in all cases except one it was so labeled. This case was prosecuted and the party fined \$25 and costs.

The food commissioner has been faithful in his work, but has been greatly hampered by defects in the present law in regard to adulterated foods.

City physician.—During the months of November and December 412 outside patients were visited; 2,260 patients were treated at the dispensary; 9 patients sent to the hospital; 1,133 prescriptions filled.

Bacteriologist.—In November and December 172 microscopical examinations were made, also 42 cultures. Fifty-two visits were made to Kalihi receiving station.

Meat and fish inspectors.—Animals examined during November and December, 4,803, and 4 carcasses condemned; also 2 tubercular cattle destroyed. Number of fluke livers, 295.

Fish examined in the same period, 408,489, and 6,411 condemned.

Registration of vital statistics.—The reports of births, deaths, and marriages on the other islands have been of very little value from a statistical point of view, and this was particularly true of the deaths and causes of deaths.

The board therefore amended section 12 of the sanitary code so as to require on the islands of Hawaii, Maui, Kauai, and Oahu permission from an agent of the board of health before a body could be buried.

And also the change already referred to, of making the government physicians perform the duties of registrar.

Chinese eggs.—The danger from Chinese eggs imported in soil from plague-infected ports was brought to the attention of the board and referred to Dr. Carmichael, in charge of the United States Marine-Hospital Service, and a reply received from him stating the methods employed by that service to safeguard this community from infection from that source and other sources. I think that no danger may be feared from that source and that we may safely trust that service to protect the community from outside infection.

Notices to owners and inmates of lodging and tenement houses.—At my suggestion and by direction of the board, the executive officer drew up notices to be sent to every owner of a tenement and lodging house and hotel calling attention to sections 760 of chapter 55 of the penal laws, paragraphs 4, 5, and 6, and section 761 and that any violations would be prosecuted to the full extent of the law.

These are now printed and are being distributed by the different inspectors. Also a notice to be posted in every room in the language of the occupant of that room calling their attention to paragraph 4, section 760, and also section 942 of the penal laws, and the penalty for violating them. These are now being printed and will be put up in each room by the sanitary inspectors.

Interments of the dead in Honolulu.—This was referred to a committee, which reported in favor of the following amendment to a former resolution:

Resolved, That no permit for interments shall be granted within the city limits except to those already possessing burial plots, and not to the owners of such plots, to the jeopardy of the public health.

Sanitary inspectors.—Every morning from 8 to 8.30 the city sanitary officer and the inspectors meet to talk over and consult on the work of the preceding day. There are now 6 inspectors—1 inspector devotes his entire time to the new Chinatown, on the Ewa side of Nuuanu Stream and Liliha and Vineyard streets, the other inspectors cover the territory from the insane asylum road, on the Ewa side; Pensacola street, on the Waikiki side; Bates street, Pauoa road, and Punchbowl, on the mauka side, the sea on the makai.

Outside of this only special inspections are made as complaints are filed in the office or the city sanitary officer notices violations in his tours of inspection.

To give an idea of the work done by this branch of the service take the reports for two months, November and December of last year.

City sanitary officer.—Building permits investigated, 86; inspections made, 581; cesspools located, 31.

Sanitary inspectors.—Nuisances and violations of sanitary regulations reported, 2,148.

Nuisances and violations of sanitary regulations already abated 1,342, the balance are being abated but not entirely finished.

This branch is one of the most important in the work of the board of health, and it has been my endeavor to reorganize this department so that more efficient work can be done. It is only by thorough and constant daily inspection and the gradual education of the people to living in sanitary conditions and surroundings that the health of the community can be safeguarded and the dangers from epidemic reduced. Each inspector's work is watched, not only in the record he keeps of his work but also the work in his district is looked into.

Sewerage.—In December the superintendent of public works asked for the names of 30 places which ought to be connected with the sewer. These were furnished him and nearly all have already been connected with the sewer.

The necessity of more connections is very great and this is particularly true in the new Chinatown.

Owing to the very heavy rains the ground is so saturated with moisture that cesspools are overflowing that never gave trouble before and the excavator is taxed to the utmost.

The work of the sewer outfall should be pushed as rapidly as possible, so that it may be completed and more connections be allowed.

When the present system is all connected the sanitary condition of Honolulu will be greatly improved.

Excavator and garbage service.—In November and December 42 cesspools were pumped and 232 scow loads were taken to sea, and 1,139 loads of garbage were removed and burned. Notwithstanding this large amount that was removed the service was unable to keep ahead of the orders that came in and I therefore ordered the two extra carts put in service and an improvement can be noticed already.

Eleven excavator carts are now working. With the connection of more places with the sewer the carts will be able to keep up with the orders, and in time some can be laid off, but there will always be the need of some carts for the outside districts, where the sewer does not reach.

Sanitary regulations.—Regulations to improve the sanitary conditions of all villages and populous localities in the Territory of Hawaii outside of the sanitary district of Honolulu, have been acted upon by the board and have gone into effect.

I would make the following recommendations:

(1) *Garbage and excavator service.*—I believe that this service should be carried on by private parties under the supervision of the board of health.

A law should be passed compelling property owners, leaseholders, and householders to provide proper containers with tight covers, each container to be not more than 18 cubic feet capacity, and a sufficient number of these containers furnished according to the number of persons occupying a house.

Then a contract should be made by the government with some com-

to remove all garbage, and the terms of the contract should contain these essential conditions:

A certain amount to be charged per hour for the odorless excavator. The company contracting to either purchase outright or lease all property of the garbage and excavator service now in the possession of the board of health, together with the crematory.

That all garbage and contents of the odorless excavators be disposed to the satisfaction of the board of health. A bond to be given for faithful carrying out of the contract.

I have looked into the matter and the possibility of getting responsible parties to take over the work by contract, and in the course of a few days I shall have all the data and a concrete business proposition from one or more companies to submit.

The expenses incurred for maintaining the garbage and excavator service in Honolulu in the year 1900, together with the proposed appropriations for maintaining the service and a monthly estimate of the services, is:

Expenses 1900.

Moving garbage, pay roll.....	\$5,362.00
Garbage and excavator, pay roll.....	17,180.34
Moving garbage.....	7,762.97
New excavators and appliances.....	9,541.67
New garbage carts.....	870.00
Stock, 24 mules.....	3,815.00
Feed and grain.....	2,997.39
New stables.....	1,489.17
Rebuild crematory.....	16,847.59
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	65,866.13

Proposed appropriations for maintenance of said service.

Moving garbage, pay roll.....	\$24,240.00
Operating excavator, pay roll.....	45,000.00
Garbage and excavator service.....	24,000.00
Running expenses garbage crematory.....	7,200.00
Completion garbage crematory.....	9,800.00
	<hr/>
	110,240.00

Monthly running expenses 8 garbage carts and present crematory.

Fireman.....	\$70.00
Fireman.....	60.00
Fireman.....	50.00
Garbage cart men, at \$40.....	640.00
Garbage burners, at \$40.....	320.00
Feeding 14 horses and mules.....	40.00
Feed for same.....	180.00
Repairs on carts, average.....	50.00
Repairs on harness, average.....	50.00
Utilities.....	40.00
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	\$1,500.00

Running expenses 12 excavators.

Superintendent.....	\$125.00
Fireman.....	70.00
Men, at \$60.....	120.00
Men, at \$40.....	1,200.00
Men, at \$50.....	300.00
Feeding 24 mules.....	70.00
Feed for 24 mules.....	315.00
Repairs to pumps and excavators.....	175.00
Repairs to harness.....	65.00
Utilities.....	50.00
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	2,490.00

Total.....	<hr/>	3,990.00
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The advantages of contracting for this service and not continuing heretofore are as follows:

1st. A much better service by reason of the responsibility resting with the contractors, who will be able to handle labor better than the government.

2d. Saving of money to the taxpayers.

3d. Divorcing the department from politics.

4th. The company handling the garbage will be able to meet any emergency and will provide amply for the rapid growth of the city; it will be to its advantage to get all the business it can.

While the sewerage system, when it is all completed, will reduce the work of the excavator service, yet it will be a long time before it will be done away with entirely.

(2) *Cubic air law*.—I would recommend the passage of a cubic air law that would cover all dwelling houses and buildings where a number of people live.

At present the only law covering this point is section 938 of the penal laws, and this should be changed so as to be more definite and cover every class of buildings where any number of people sleep.

There are a number of buildings in Honolulu where employed Chinese firms sleep that are not covered by this law, because they are not bona fide lodgers, for they do not pay rent for their rooms; they are given a place to sleep as part of their wages; nor are they considered laborers.

(3) *Registration of vital statistics*.—Although the board of health has regulations in regard to vital statistics, I believe there should be a law framed to compel the giving of information in the case of death, birth, and marriage, with a heavy penalty attached for violation. It is only in this way that statistics can be obtained. There should also be a registrar of the Territory, with office in Honolulu, who should have charge of the compiling of the statistics.

(4) *Filtration of water*.—As long as the reservoirs up Nuuanu are used to supply portions of the city with water, the necessity for the filtration of that water will remain. This is a matter which has been urged again and again, and the consensus of opinion among the physicians of Honolulu (if their opinions were asked) would be that there are times when the use of this water is productive of fevers and bowel complaints. This water comes from small streams and surface water, and anyone who has been over the new Pali road in a heavy rain storm and seen the materials washed from the roads and run directly into the reservoirs would be convinced of the necessity of the filtration of the water of these reservoirs. With our growing population it is a matter that should be taken up at once and some method of filtration provided.

(5) *Home for nonleprous children*.—Early in the summer, on account of typhoid fever breaking out among the children, it became necessary to remove all the children from their home at Kalihi, adjoining the receiving station.

They were removed temporarily to what was the hospital at Kalaheo Camp during the plague epidemic.

These quarters are too small and only fit to be used temporarily.

The buildings they were removed from are in bad repair and I do not think it is proper to take them back to the surroundings where

subject is ever before them (as it is in an adjoining yard to the living station) even if new buildings are provided.

I would recommend that a new location be selected in a healthy part of the city on some government lot and that the legislature be asked to appropriate sufficient money to put up suitable buildings.

Government laundry.—The present government laundry is in a very insanitary condition, and I would recommend that enough money be appropriated to raise the whole lot to a high enough grade so that the water could discharge in a pipe line far out into the bay, that a pipe line be put in, that sanitary closets be put in for the occupants of the laundry, that the side walls of the room be covered with water-proof material, and that the area where the clothes are dried be concreted or cemented with a sufficient slope toward the bay to carry off the water, or else that the present location be abandoned and a more sanitary one selected.

Building laws.—That the building laws be changed so that the board of health will have power over building permits. At present there is simply an understanding between the superintendent of public works and the board of health, whereby the city sanitary officer has the opportunity of seeing the building permit. The law should be changed so that where a building does not comply with the sanitary regulations or the ground is in an insanitary condition the city sanitary officer should have the power of refusal and the parties have the right to appeal to the board from his decision.

Methylated spirits.—This matter has been referred to a committee of the board consisting of Dr. C. B. Cooper and Mr. George W. Smith to make recommendations to the legislature.

Food law.—Amendments to the food law were submitted by the health commissioner and referred to the attorney-general to make a report upon, but this report has not been received as yet.

I would recommend that the position of police surgeon be turned over to the board of health and that the work be done in connection with the new government dispensary; also that the coroner in Honolulu be under the board of health and all post-mortems be held in the morgue connected with the dispensary.

Bacteriologist.—The new dispensary should have a laboratory connected with it, so that all microscopic examination of sputum, etc., made for the physicians of Honolulu, also the experimental work at Kalihi receiving station, can be done by the same department. Another matter which is now under advisement by the superintendent of public instruction, and that is the instruction in schools on the subject of tuberculosis, would come under the same department of the dispensary. The last I consider is a matter of great importance, and I believe it is in our power, to a great extent, to mitigate the dissemination of tuberculosis. Our climatic conditions are especially attractive to the tuberculous subject, and as it is a well-known fact that the disease in question is highly contagious so long as the condition of persons with this disease is not known to those with whom they come in contact, and their surroundings looked out for so as to prevent contamination of others, they are certainly a menace to the public health.

By inaugurating an educational campaign in the schools and explaining to the pupils in simple language the conditions, symptoms, and

prophylactic or preventive measures to be taken, I believe much can be accomplished.

This can be done by this same department in connection with the new dispensary without any additional cost to either the educational or board of health departments.

(12) *Sanitary inspectors*.—I would recommend that the number of sanitary inspectors be increased from 6 to 10, so that more territory can be covered. The present inspectors are covering all the ground they can, and yet not much more than half the area of Honolulu is covered.

There are portions of the districts in Moiliili, Waikiki, and Kaimuki which should be inspected as often as the territory inspected now.

I would also recommend an appropriation for sanitary inspectors for the districts of Wailuku and Hana, on the island of Maui, also one inspector for each side of the island of Hawaii, and two for the island of Kauai.

Another matter which I plan to do is the giving of a series of about twelve lectures to the sanitary inspectors.

These will be upon hygiene, sanitation, disinfecting, tuberculosis, cubic air space, sanitary plumbing, etc., so that the efficiency of this branch of the board of health will be increased.

(13) *Purchasing agent*.—I would recommend that an appropriation be made for the salary of a purchasing agent. He should be carefully selected and paid a good salary, and everything purchased by the board be through him.

I fully believe that he would save the department many times the amount of his salary, and in case any epidemic should break out there would be a responsible head to purchase the supplies needed.

(14) *Sewerage system*.—The sewerage system should be extended so as to take in all that territory that could not be completed on account of the appropriation becoming exhausted. This is particularly true of that portion of the city known as Punchbowl, and also King's Highway beyond Liliha and up the insane asylum road.

(15) *Act 60 of the laws of 1896 to regulate the practice of medicine*.—Section 6 of this act should be amended so that when a license has been revoked in accordance with sections 7 and 8, and the party continues to practice, he would be subject to the same penalty as if he practiced without first obtaining a license.

(16) *Change in the laws constituting the board of health*.—My recommendation is that the laws be changed so that there shall be a superintendent of public health and a council of six that can be called together whenever the superintendent of public health may deem it necessary.

The law to be drafted on lines similar to those outlined by the attorney-general and which has already been submitted to you.

Respectfully submitted.

J. H. RAYMOND,
President Board of Health

HONOLULU, T. H., *January 19, 1901.*

His Excellency SANFORD B. DOLE,
Governor of the Territory of Hawaii.

SIR: Having had an opportunity to look into a number of our health matters since submitting my first report, I desire to make a supplementary report with certain recommendations.

Board of health office, dispensary, and emergency hospital.—It is important to have the various departments of the board of health centralized as much as possible, so that the president of the board can be in close touch with the various heads of departments and also the departments themselves be near each other. With this in view I have made a plan for such a building, which I submit with this report. The plan is so arranged that all the various branches of the service, which are now scattered about, will be under one roof, with an upper story for a good-sized emergency hospital, and the president of the board can thus very easily have a supervision over the whole service. I would recommend that the building be erected at the corner of Queen and Mililani streets, as this would be within easy reach of the government offices.

There can be no question as to the needs of an emergency hospital. There were received at the Queen's Hospital during the year 1898 103 cases of injuries, accidents, and poisonings, and during 1899 143 cases; and if the figures were at hand, no doubt 1900 would show a corresponding increase. With our increasing population and new methods of transportation there is bound to be an increase in the number of acts of violence and accidents. There should also be an ambulance in connection with the hospital. A separate building should be built near the main building to be used as a morgue and have also a room and yard in which to keep animals to be used in the experimental work of the bacteriological department. I would recommend that \$50,000 be appropriated for a building and \$25,000 for the equipment of the hospital, morgue, ambulance, etc.

2) In the former report I recommended a building for the non-leprous children of leprous parents (Recommendation No. 5). There should be two of these buildings, each building large enough to accommodate 50 children.

One building for boys and another for the girls. At present the children remain at the settlement, unless a home is provided them by a relative. Plans will be submitted in a few days giving an idea of the buildings. The grounds should be large enough so that the children could have a playground and also each child have a plot of ground where they could cultivate flowers and vegetables, thus giving pleasant occupation out of school hours. I estimate that \$25,000 would be enough for these buildings.

3) *Law relating to "keeping of births, deaths, and marriages."*—This law was approved the 3d day of June, 1898, and went into effect on the 1st of that year.

The dividing of the responsibility of reporting a birth between the father or mother and the physician has not made the law effective, the father thinking that the physician would report the birth and the physician thinking the father would, and the result is the birth is not reported.

I would recommend that the law be amended so that it shall be the duty of the physician to report the birth where a physician is in attendance at the birth, and where there is no physician attending, then it shall be the duty of the father, or if he is absent from the country, or deceased, or if the child is illegitimate, then the mother.

4) *Fire-proof vault for records.*—I would recommend that sufficient money be appropriated by the legislature to build a fire proof vault in which to keep the records of the board of health.

There are many valuable things which involve a considerable expenditure to record a birth, death, or

(5) *Steamer*.—The cost of a vessel and \$8,000 for running the matter, and taking a year in carrying the freight lepers from the various islands in the past, I am convinced that it is worth its own steamer. To send a steamer to any island they can go and also carry all their supplies. I recommend that the legislature pass this purpose.

(6) *Food law*.—In my report on the food law were submitted to the attorney-general to be passed but not been received as yet. This has since been received.

The committee appointed to prepare an act to provide against the following suggestions:

1. Substitute the word "To" for "is act."
2. Add the words "keep for sale" before the words "or sell" in the second section.
3. Strike out the word "and" before the word "manufactured" in the twenty-first section and the word "sold" in the twenty-second section.
4. Repeal section 4 of said act.
5. Add the words "manufacturing" before the words "any drug or articles of food" in the first section.
6. Add the words "the duly appointed food commissioner" before the words "a sample sufficient for analysis" in the second section.
7. Add the words "the food commissioner" before the words "shall be prima facie evidence" in the third section.
8. Add the words "offered for sale" before the words "for sale" in the fourth section.
9. Add the words "keeping" before the word "offering" in the fifth section.
10. Add the word "kept" after the word "offered" in the sixth section.
11. Add the words "section 7 of said act" before the word "section" in the seventh section.
12. Add the words "in the eleventh section" before the word "section" in the eighth section.
13. Strike out the words "with" in the ninth section.
14. Add the words "and second lines of section" in the tenth section.

I would recommend that the legislature pass the act to be inserted after the sections of the law.

The committee would recommend that the legislature pass the act to be inserted after the sections of the law.

H. L. L.

Sir: I have the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

RECEIVED
JANUARY 11

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There are many valuable records which, if destroyed by fire, may involve a considerable monetary loss, as, for example, the proving record a birth, death, or marriage.

(5) *Steamer*.—The council of state appropriated \$20,000 for a steamer and \$8,000 for running expenses of same. On investigating the matter, and taking into consideration the expenses of the year in carrying the freight of the board of health, the collection of lepers from the various islands, and the unsatisfactory service at times in the past, I am convinced that it would be better for the board to own its own steamer. They could then be independent and send their steamer to any island they desired to collect cattle, taro, leper suspects, and also carry all their freight from Honolulu. I would therefore recommend that the legislature be asked to appropriate the money for this purpose.

(6) *Food law*.—In my first report I stated that “amendments to the food law were submitted by the food commissioner and referred to the attorney-general to make a report upon, but that the report had not been received as yet.”

This has since been received, and is as follows:

The committee appointed to report upon act 34 of the session laws of 1898, entitled “An act to provide against the adulteration of foods and drugs,” submits the following suggestions:

(1) Substitute the word “Territory” for the word “republic” wherever it occurs in this act.

(2) Add the words “keep for sale,” after the words “offer for sale” and before the words “or sell” in the second line of section 1 of said act.

(3) Strike out the word “sold” in the seventh line of the same section and substitute therefor “manufactured, sold, kept for sale, or offered for sale.” Strike out the word “sold” in the twenty-second line of the same section and substitute therefor the words “manufactured, sold, kept for sale, or offered for sale.”

(4) Repeal section 4 of said act and substitute therefor the following:

“If any person manufacturing, keeping for sale, offering for sale, or exhibiting for sale any drug or articles of food included in the provisions of this act shall refuse to furnish the duly appointed food commissioner, upon demand, either personally or in writing, a sample sufficient for the analysis of such drug or article of food which is in his possession, the food commissioner tendering the market price therefor, such refusal shall be prima facie evidence that such drug or article of food so manufactured, kept for sale, offered for sale, or exhibited for sale is adulterated within the meaning of this act.”

(5) Add the words “keeping for sale” after the word “manufacturing” and before the word “offering” in the eighth line of section 5 of said act.

(6) Add the word “kept” after the word “or” and before the word “for” in the fourth line of section 7 of said act. Strike out the words “with the consent of the board of health” in the eleventh and twelfth lines of the same section.

(7) Strike out the words “with the consent and sanction of the board of health” in the first and second lines of section 8 of said act.

I would recommend that these amendments to the food law be submitted to the legislature for action; also that in section 7 the word “drugs” be inserted after the word “foods,” so as to correspond with the former sections of the law.

(7) *Report of the superintendent of the insane asylum*.—The report of the medical superintendent of the insane asylum having been received, I submit it. You will see by the report that there are one or two recommendations, such as a change in the law in regard to the commitment of the insane; also on account of the crowded conditions some new buildings are required.

I think that these recommendations should be carried out.

(9) *General expenses.*—In the approximate estimate submitted to you with my former report this item was put down at \$10,000 for the biennial period. Upon a careful investigation of what has been expended and taking into consideration the contemplated improvements for the betterment of the service, which will require the printing of a great many new blanks and reports, I would recommend that the estimate be changed to \$20,000.

(10) *Methylated spirits.*—The following is a report of the committee on methylated spirits:

Your committee, to whom was referred the matter of the sale of methylated spirits, with instructions to frame a recommendation to the legislature from the board of health, beg to report as follows:

The sale of methylated and wood spirit has been repeatedly sanctioned by successive legislatures as a necessary article of commerce to take the place of pure alcohol. The original legislation had in view the prevention of the manufacture of factitious spirits from pure alcohol.

At the present time, under United States laws, the importation into the Territory of anyone of pure alcohol is not and can not be prohibited, and it is now so imported for manufacturing purposes by others than those engaged in the drug business.

The prohibition at the present time of the sale of alcohol and the consequent sale of methylated spirits renders this article easy of acquirement, and, while properly a poison, yet when taken in quantity by those addicted to the use of it, becomes fatal, owing to its peculiarly irritating properties when introduced into the blood.

Pure alcohol is a necessity in medicine and a common domestic remedy for external application.

Methylated spirit can not be used in medicine or domestic practice owing to its irritating and offensive properties.

No restriction is placed on the sale of alcohol by druggists in the United States and no provision is made in the laws for the preparation or sale of methylated spirit or wood spirit.

Methylated or wood spirit would not be offered for sale in the Territory if the restriction on the sale of pure alcohol were removed.

At no time has the sale of pure alcohol been so large as to render it dangerous to public health or morals.

In view of the above facts your committee would recommend the following resolutions:

Resolved, That the board of health respectfully requests the legislature to repeal that portion of act 27 (unrepealed by the organic act) of the legislature, special session, 1895, and all amendments thereto, entitled "An act to provide for the importation and sale of alcohol for medical purposes, and the manufacture and sale of methylated spirits, etc."

Resolved, That a copy of these resolutions and this report be sent to the president of the senate and the speaker of the house of representatives.

Respectfully submitted.

GEO. W. SMITH,
CHAS. B. COOPER, M. D.,
Committee.

(11) *Bubonic plague.*—Thinking perhaps that the legislature might be desirous of knowing the expenses incurred during the epidemic of bubonic plague, I have had drawn up a detailed statement of the cost of the various camps, which I submit with this report. While not at that time president of the board, I have been informed that no such statement has been submitted and therefore think it advisable to submit it.

I have the honor to be, your obedient servant,

J. H. RAYMOND,
President Board of Health.

HONOLULU, H. T., February 1, 1901.

REPORT OF THE MEDICAL SUPERINTENDENT OF THE INSANE ASYLUM

President and members of the board of health.

GENTLEMEN: I have the honor to submit to you a résumé of Oahu Asylum affairs, and have made an endeavor to explain in detail the entire working of the institution. One could continue writing indefinitely on the various cases, but trust I have given you sufficient and that it will meet with your approbation.

Faithfully,
GEO. HERBERT,
Superintendent Oahu Insane Asylum

Expenses, bubonic plague.

Departments.	Building and equipment.	Pay rolls.	Provisions.	Dry goods.	
Pesthouse	\$2,900.41	\$3,275.40	\$2,468.44	\$1,269.56	\$11
Battery camp.....	8,758.58	2,819.85	5,392.31	4,171.48	21
Kerosene warehouse camp	13,291.67	5,634.62	14,497.00	14,131.12	32
Drill shed camp.....	8,507.62	2,004.69	7,353.81	6,654.70	25
Kalihi detention camp.....	145,047.41	20,273.95	57,218.67	34,686.85	262
Temporary camps at Kawaiahao, Gilman's house, and Hackfeld's warehouse.....	2,103.97	765.25	4,270.87	1,356.88	10
General sanitary and relief.....	7,423.21	21,131.54	5,341.64	606.71	54
Citizens' sanitary committee	86.17	1,524.40	65.08	4.25	4
Merchants' committee	10,617.34	3,955.15	.....	28.00	19
Guards	621.12	52,660.95	2,962.77	193.51	59
Military	1,894.14	1,137.37	2,904.03	1,378.25	7
Fire department.....	1,534.73	69.00	335.25	216.00	2
General board of health.....	13,802.28	17,078.09	3,529.09	493.45	37
Hilo board of health	1,316.32	488.75	103.90	129.10	2
Maul board of health.....	3,944.71	10,064.88	5,752.00	1,061.20	23
Kauai board of health.....	.....	444.00	.....	.....	.....
Appraisers and legal .....	.....	3,327.00	.....	18.00	4
Finance committee.....	.....	1,535.00	.....	.....	1
Total	221,849.68	148,189.39	112,194.86	66,399.06	625

Departments.	Under-taking and cremation.	Rat bounty.	Transportation.	Advertisement, printing, and stationery.	Sundries.	
Pesthouse.....	\$6.50	.....	\$183.16	\$26.74	\$379.57	\$11
Battery camp .....	.....	.....	125.78	11.96	409.77	21
Kerosene warehouse camp .....	.....	.....	3,134.10	77.70	1,305.32	32
Drill shed camp.....	.....	.....	388.04	78.95	381.82	25
Kalihi detention camp.....	.....	.....	1,772.81	214.33	2,017.50	262
Temporary camps at Kawaiahao, Gilman's house, and Hackfeld's warehouse .....	.....	.....	220.75	5.60	1,580.15	10
General sanitary and relief.....	.....	.....	13,893.43	366.19	3,732.96	54
Citizens' sanitary committee .....	.....	\$365.05	804.18	774.90	305.60	4
Merchants' committee .....	.....	.....	1,663.00	74.13	3,522.90	19
Guards.....	.....	.....	3,132.58	73.05	113.10	59
Military.....	.....	.....	323.25	6.25	21.85	7
Fire department.....	.....	.....	38.75	.....	99.93	2
General board of health	4,271.33	83.95	11,114.74	3,483.69	2,752.83	37
Hilo board of health.....	.....	.....	204.50	224.40	64.68	2
Maul board of health	299.91	.....	1,357.80	24.00	309.75	23
Kauai board of health.....	.....	.....	.....	.....	.....	.....
Appraisers and legal.....	.....	.....	219.00	1,327.85	11.00	4
Finance committee.....	.....	.....	53.95	169.30	183.40	1
Total.....	4,577.74	449.00	38,629.82	6,939.04	17,192.13	625

History and statistics of insane of Hawaii Nei.—Embracing etiology and psychopathology as far as has been possible with proper means and facilities for investigation at our disposal and will be explained hereafter.

Foundation of the asylum and history.—Previous to the year

be mentally afflicted were sent to jail to mingle with the felons and prisoners of all kinds. They were treated simply as dangerous characters, to be kept away from the public, and it was not until this date (1862) that the question was raised of setting aside a place for their care. Of course, at this time the ratio of insane to the population was small. In 1862, after some agitation, an act was passed by the legislature authorizing the minister of the interior to provide lands and buildings suitable for the care and management of the insane and to call for appropriations necessary for their construction and maintenance. However, time passed, and it was not till September, 1866, that the matter was accomplished, and then the few (6) insane were removed from the prison to the asylum and placed under the care of Dr. Ford, superintendent, and Mr. Davison, assistant superintendent. From now on it was a dark era, characterized by its want of systematic records, only a few notes being obtainable and these making but very listless reading, and it was not until Dr. Tucker took charge in 1887 that, with the assistance of Mr. L. A. Thurston, things shaped themselves into a better course. Then it followed the progressive steps of all similar institutions and advanced with the advancement in the treatment of these unfortunate sufferers, who from being treated like animals driven into a pen, where they could just take a limited amount of exercise and fresh air, and then being locked up in cells again for the rest of the twenty-four hours, have now as near a paradise as most of us will reach—bathing to absolute cleanliness and comfort, three good meals a day, and basking in the shade of the trees on the green lawns; supplied with comforts and cared for with gentleness, their general health tended to, and each individual case treated according to its form of mental disease in the effort to reestablish the balance of the mind and restore them to their homes, relatives, and friends.

Many of those now at the asylum have been there many years, and it is rarely after three years that recovery can take place, but until that time, in many cases, hope may be embraced and clung to. The spirit of evolution has entered here, as elsewhere in nature, and man has ascertained that a "lunatic is a sick man," to be cared for as such, not abused and battered about, but met with kindness, placed under the most improved hygienic and sanitary conditions; restrained with caution and gentleness only when it becomes absolutely a necessity to prevent them from injuring themselves and others; clothed and fed with the best that can be afforded. And what has been the result? From death and destruction of mind, which was regarded as inevitable, and invariably was so, the percentage of improvements and cures has increased so that lunacy, instead of being regarded as an offense or crime, is rightly added to our lists of ailments that human flesh is heir to, just as much as scarlet fever, Bright's disease, or others.

Etiology and psychological aspect.—The ratio of insanity to the population should be one of much satisfaction to the community, even though it is on the increase as it is the world over. Look at us, a cosmopolitan crowd gathered together from everywhere on the face of the earth; the intermingling of all races; in all stations in life, of all trades and occupations, from the grossly ignorant to the most intelligent. Take these factors, with the understanding also of the different ways of and reasons for their coming here, such as emigrants by the

hundreds to plantations, with the bright prospect held out to them making money in the new land; the crowding together on board ships and changes in manner of living; the excitement of individuals in their eager search for work and fortune, in the far away little groups of islands so far away from home; the political strife of late years with also war and rumors of war, not omitting the passage of thousands of ships bearing men to the front, a very few of whom (three or four) have been cared for at the asylum.

Also appreciate the fact that the excitement of the epidemics, like cholera and plague, are much more felt in a small community than this, and have been directly traceable as responsible for several cases of mental aberration.

Take these factors, and it is remarkable that our list is so small, it is recognized that just such conditions as these are prone to cause psychological disturbance associated with certain pathological states.

I must here mention one case of special psychological interest—a woman, case of recurrent mania with erotomaniacal tendency, very progressive; her intermissions becoming shorter and her attacks more violent, with raving day and night (except when suppressed by drugs). This woman, when over an attack, is cognizant of everything she has said, or has done during the period, which may extend over several weeks; she will come out of it as from a trance, only with perfect recollection and shame, and can tell you every event that has transpired during the time, also the exact date, with every minute particular of her life from early childhood; her conversation can be clever and her arguments powerful—far beyond those of the educated woman. She is a typical demonstration that certain brilliant faculties may be advanced at the expense of nervous and mental poise, and the danger of allowing an over bright faculty to run rampant and increase in its development instead of restraining and thus protecting it. "*Medio tutissimus ibis.*"

The psycho-neuroses that have been observed are melancholia, acute and chronic mania, primary dementia.

The psychical degenerations, moral insanity, primary and recurrent mania (with erotic and religious signs), epileptic insanity.

Special diseases of brain with predominating physical disturbance: Paralysis of insane, cerebral syphilis, chronic alcoholism, and senile dementia.

Among the most common of the pathological states are the alcoholic habit and syphilitic lesions. Our institution is no exception from others in the world—where the blame from one-half to two-thirds of the diseased brain is laid at their door. Here I wish to mention the chief difficulties of obtaining and giving the scientific explanation that could be of so much value, and that is, in the entire absence of the family history, for how can we ascertain the antecedents of some plantation Jap with no friends or relatives here; or who could extract anything of scientific interest in the life history of the Gilbert islander from his unintelligent friends or family.

Another obstacle to research has been, as all acquainted here know, the antipathy of all nationalities to the performance of autopsies on the remains of their friends and relatives, and until the last few years I was unable to make these examinations except in those cases where no one claimed the deceased.

Among these have been several cases of general paralysis of the

case with its chronically inflamed meninges with adhesions both to themselves and the dura mater, with and without effusion, adhesion of pia mater to surface of brain, the dilated vessels on the cortex and pia mater and pathognomonic meningeal thickening.

Two cases of acute encephalitis with large quantities of serum effused that had caused general cerebral compression producing convulsions and coma. In one of these, an epileptic of long standing, a section of the skull was made over the seat of an old fracture in an effort to save the patient, but he succumbed, and beyond the general encephalitis there was no sign of disease either of the cortical or medullary substance.

Several resection operations have been performed for the removal of old skull fractures. There have been but few cases of epilepsy; one, a case of a native Hawaiian, has been with us since 1891. His epileptic seizure, or seicle, is a painful one to witness. First, he becomes restless and irritable, then violent and abusive till the vessels in his neck stand out and throb visibly; his face changing color—darkening—he falls down, usually backward, with his eyes rolled upward, and after some seconds convulsive general movements appear both in shoulders and hips; then follows relaxation and restoration of color. He is a very violent and dangerous man, and we have to keep his hands in restraint nearly all the time. No remedy has done him any good. His skull, hard and rather small, presents no scar or fissure.

In three cases of puerperal mania I have found syphilitic manifestations, but regard them as accident rather than cause.

It is noticeable that acute mania has attacked Hawaiians, Chinese, and Japs chiefly, and that the Hawaiians have also a large number of chronic mania; for this they can thank the progress of civilization with its concomitant vices.

The acute form attacking the Asiatics has already been accounted for.

During the term of the past five years 13 cases were received that should not properly belong to the asylum. Three or four showed no signs of any form of insanity, and after different periods of time during which they were under observation were discharged. Several were cases of mania a potu that could have been withheld from the asylum records, and one a case of erotopathia. Again there were a few who were old, helpless, and infirm, with no home, no one willing to care for them, and who are still with us, contented and cared for, because there was no one who was willing or able to do so.

Commitment of the insane.—This draws attention to the subject of commitment of the insane, the responsibility of which should not be placed on the shoulders of one man, but be in the hands of a lunacy commission, and special attention paid to commitments from outlying districts, which should carry the indorsement and personal observations of at least two physicians before the magistrate of the district.

Detention house.—Many cases could do better and possibly many be saved were it feasible to have an intermediary station between the patient's home and asylum, where the freshly distorted brain, anxiously looking for fuel to consume its substance, or avoiding with equal anxiety anything in the nature of excitement, might be kept away from the howls and awkward antics of those beyond redemption. These alone are enough to scatter the little sense left in a recent case of

mental affliction, and we have always endeavored as much as possible to avoid this contact and maintain separation.

We now come to statistics, which, owing to the lack of former records, that my able predecessor and friend, Dr. McWayne, hunted for, but without success—and I have been unable to find—must be to a certain extent limited.

TABLE 1.—Ratio to population.

Month.	Year.	Patients (received from prison).
September.....	1866	6

Then comes a jump, with no material to work on.

Month.	Year.	Inmates.
April.....	1878	30
Do.....	1884	57
Do.....	1890	68
Do.....	1896	87
Do.....	1901	155

TABLE 2.—Patients admitted, discharged, died, and remaining in Oahu insane as from January 1, 1896, to January 1, 1901.

	Received.		Cured.		Improved.		Died.		Inmates.	
	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.
Hawaiian	61	38	12	6	11	9	20	6	18	17
Part Hawaiian	2	1		1					2	
Chinese	48	3	12		4		7	1	25	2
Portuguese	13	18	1		5	6	4	4	5	5
Japanese	31	5	15	2			4	2	12	1
American	11	1	5	1	5				1	
British	10		5		1		2		2	
German	9				2		2		5	
Norwegian		1		1						
Polish	1								1	
Canadian	1				1					
Danish	1								1	
Swedish	1				1					
Italian	1								1	
Fijians	1								1	
Gilbert Islanders	3	1			1				2	1
Total	194	68	50	11	32	15	39	13	76	26
	262		61		47		52		102	
Discharged			108							

Previous to January 1, 1876. Inmates remaining, 80.

TABLE 3.—Nationalities and special forms of mania.

[January 1, 1895, to January 1, 1901.]

[illegible]

American, cerebral, hyperaesthesia.....	262
Idio, traumatic mania a potu.....	2
Japanese, cerebral anemia (after beriberi).....	2
Idio, cataleptic.....	1
Hawaiians (showing no signs of insanity).....	3
Portuguese, 1 uraemia, 1 erotopathia.....	2
Japanese, 1 uraemia (2 no signs of insanity).....	3
British, 1 traumatic mania a potu, 1 doubtful.....	2
German, erotopathia.....	1
Gilbert Islander, deaf and dumb.....	1
Total.....	200

TABLE 4.—*Demonstrating occupations.*

artist, pen.....	1	Housewives.....	28
carbat.....	1	Hula dancer (woman).....	1
cat builder.....	1	Harness maker.....	1
land-man.....	1	Hack drivers.....	2
lender.....	1	Laborers.....	82
litcher.....	1	Mechanics.....	7
lookkeepers.....	2	Piano tuner.....	1
lrymen.....	2	Policeman.....	1
repositor.....	1	Ranchers.....	5
renters.....	5	Seamen.....	9
erks.....	7	Storekeepers.....	5
erulist.....	1	Soldiers.....	3
domestic servants.....	8	Tailor.....	1
estate.....	2	Telephone operator.....	1
ngineer, mining.....	1	Vagrant.....	1
workers, small.....	16	Well borer.....	1
reman.....	1	No occupation.....	56
id dealer.....	1		
erlapers.....	4	Total.....	262

OAHU INSANE ASYLUM AT THE PRESENT TIME, JANUARY 1, 1901.

Buildings.—There are at the present time six wards in the asylum, as follows:

No. 1 ward. A wooden building, size 28 feet 6 inches by 72 feet

6 inches, with accommodations or cells (8 by 10) for 18 patients. Each cell has one window and one door; the windows and upper panels of the doors are covered with strong wire netting on the inside and mosquito-proof netting on the outside. One extra large cell is set apart to be used as a hospital. There are at the present time 18 patients in this ward. Each patient is supplied with a mattress, pillow, mat, and double blanket. As nearly all the patients in this ward are violent or destructive, we do not supply them with bedsteads.

No. 2 ward. This is the original building, erected in 1866 and remodeled in 1887; size 40 feet by 100 feet. It consists of 1 large dormitory and 3 cells. At present there are 34 patients in this ward; 16 of them sleep in the dormitory, and 2 others, who are not to be trusted, sleep in the cells. These patients are harmless old chronic cases, and, with the exception of the 2 in the cells, are all furnished with iron bedstead, mattress, pillow, blanket, and bed linen.

No. 3 ward is a wooden building, 64 feet 6 inches by 64 feet 6 inches, in which there are a good many old chronic cases whom we do not trust in No. 2 ward; at the same time there are no such violent or dangerous patients here as in No. 1. In this ward there are 32 cells, each with a ventilator let into the wall close up to the ceiling. Each cell is fitted with an electric light, which is put out by means of a switch outside the door of the cell. Each door is fitted with a small wicket so that by turning on the light and opening the wicket the patient can be observed without opening the door. The ward at the present time is full. Each patient is supplied with mattress, mat, pillow, and blanket except in the case of 4 of the most rational patients, who have in addition to the above an iron bedstead each and bed linen.

No. 4 ward. This is a wooden building, size 51 feet by 92 feet 6 inches, and is used exclusively for female patients. There are accommodations for 19 patients only, the rest of the building being taken up by a large dining room, a bathroom, water-closets, etc. The cells are fitted with electric lights, controlled by switches on the outside of the doors of the cells. Each cell is well ventilated by a ventilator let into the wall close to the ceiling. There is also a device to be used in case of fire, by which all the cell doors are unlocked simultaneously. There are at present 31 patients in this ward, who have to be quartered as follows, owing to dearth of accommodations. In the dining room, which we have been compelled to turn into a dormitory, there are 12 patients and in two other cells there are 2 in each. The balance, 14, are crowded in a separate cell. The majority of these patients we are able to furnish with iron bedstead, mattress, and bed linen. The remaining 10, numbering 10, either refuse to use a bedstead or are not to be trusted with one.

The crowding here is not proper and should be avoided by adding wings to the building.

No. 5 ward is a small cottage, 32 feet by 30 feet, which is used as a private ward or hospital. The cottage contains 2 bedrooms, a bathroom, and closet, and is kept furnished with 2 iron bedsteads, mattresses, pillows, and bed linen, 2 tables, and 2 chairs. The rooms are mosquito proof, the windows and doors being lined with heavy wire netting on the inside and mosquito netting on the outside. Each room is well ventilated through the ceiling, so that all the doors can be locked and there still remain abundance of fresh air inside.

No. 6 ward. This is a building which has been put in temporary use as a ward. I believe it was originally intended to be used as a post

use from which to supply the asylum with electric light. Owing to the dearth of accommodations for the patients continually arriving, it has been turned into a ward, into which are promoted the best-behaved patients from No. 1 and No. 3. The size of the building is 30 feet by 40 feet, and contains accommodations for 20 patients. Each cell is thoroughly ventilated and mosquito proof, the upper panels of the doors being heavy wire netting on the inside and mosquito netting on the outside. Each cell is fitted with a mosquito-proof ventilator close to the ceiling and let into the wall of the building. Each patient in this ward is supplied with an iron bedstead, mattress, pillow, and bedding. At the present time there are 16 patients in this ward. In addition to the buildings mentioned above is the executive building, with assistant superintendent's room, office, dispensary, parlor, three bedrooms, dining room, pantry, and kitchen. At the opposite end of the grounds is a cottage, 20 feet by 28 feet, containing the female nurses' quarters; also a cottage, 16 feet by 24 feet, containing the captain's quarters; cottage, 18 feet by 50 feet, containing guards' quarters, male patients' bathrooms, with upright boiler, baths, etc.; patients' kitchen and dining room. The latter is an addition built onto and at the back of No. 2 ward, one part of which is the kitchen where the patients' meals are cooked and the other the dining room where the guards and trustworthy patients dine. The kitchen and dining room are divided by a partition in which there is a sliding window, the panels of which are fitted with heavy wire netting. This is kept closed except at meal times, when the food is passed through from the kitchen.

Outbuildings.—Carpenter's shop, servants' quarters, stables, wash-house, and pothouse.

Attendants.—The force of attendants at present employed at the asylum are as follows: Two captains, 12 guards, 1 matron, 4 female nurses. They are divided into two watches of eight hours each. Their stations are, the captain of the watch upon the veranda of the assistant superintendent's house, close to the entrance gate to the asylum, and who has general supervision of all the attendance upon his watch and who are under his orders.

No. 1 ward. Two guards. In the daytime one is stationed on the veranda of the ward, the other on the lawn directly in front of the ward. At night both are stationed on the veranda of their ward.

No. 2 ward. One guard. In the daytime this guard is stationed on the veranda in the vicinity of the front veranda of his ward. This being the ward in which the good patients live, and there not being so much danger of them getting into trouble if left alone for a short time, this guard is generally called down to guard the gate if the captain should be called away to some other part of the institution. At night this guard is stationed inside the ward, and is never called away except as a last resource in case of serious trouble. If a guard should be needed for anything at night, one of those in No. 1 or No. 3 is called upon, there being 2 guards in each of these wards and the patients being locked in their cells.

No. 3 ward. Two guards. In the daytime one is stationed on the veranda of the ward and the other on the lawn with the patients. At night both are stationed on the veranda of the ward.

No. 4 ward. One matron and 2 nurses in the daytime. One nurse is on the lawn in front of the ward, the other is on the lawn at the back of the ward. The matron has no particular station, going where she is most needed and having general supervision of the nurses. At

night both nurses are stationed in the ward, with their patients in the daytime.

No. 6 ward. One guard. This guard's station is on the lawn between No. 2 and No. 6. It is his duty when No. 2 guard is called to guard the gate, to move his position sufficiently so that he can observe the No. 2 patients without neglecting those belonging to his own ward. At night this man's station is on the veranda of his ward.

Each ward is in direct communication with the superintendent's office, where the captain is stationed, by means of a system of electric call bells. If any trouble arises during the night in any of the wards the guard by pushing the electric call button the number of times corresponding to the number of his ward immediately notifies the captain and assistant superintendent of the particular ward where the trouble is. In this way no time is lost, and the captain or superintendent can promptly get to the scene of action. In the same way any particular guard can be called to the office if required.

The captain always makes a round of all the wards before going on watch, and if he observes anything wrong (such as some part of the ward left unclean, etc.) he reports it to the captain whom he is going to relieve, and that captain is required to rectify the omission before going off watch. All orders are then turned over to the captain going on watch by the one going off watch.

Each captain is required to keep a watch record, in which everything happening during his watch, no matter how trivial, is entered. In addition to this he must keep a bright lookout and see that the guards are attending strictly to their duty and report any dereliction of the same to the assistant superintendent as soon as possible. At night the captain is required to make the rounds of the asylum several times during his watch. No particular time is set for him to do so, as the guards are not so liable to sleep if they believe the captain may turn up at any time.

The guards and nurses upon coming on watch in the daytime are required to arrive half an hour before the proper time to go on watch so that they can have their meals before doing so. At eight bells (8 a. m. and 4 p. m.) (ship's bells are struck all through the twenty-four hours) they proceed to their respective wards and relieve the old guards who go to their meals, and then go home. At midnight the new guard is required to wait outside the entrance gate until the bell strikes eight, when they come inside, report to their captain, and then proceed to their respective wards and relieve the old guard.

Guards and nurses after sundown are required to make the rounds of their respective wards every half hour.

Bathing.—All patients are bathed three times a week, Tuesdays and Thursdays cold bath and Saturdays hot bath. The general procedure is as follows: Tuesdays and Thursdays, 8 a. m., the captain calls No. 2 guard to the gate. He, the captain, then proceeds to the bath house and supervises the bathing of all the patients who are brought to the bath house, one ward at a time in charge of their respective guard. The same procedure is carried out in the female ward under the supervision of the matron. Saturdays the same as above except that on this day there is one guard detailed to fire the boiler and have charge of washing the dirty clothes, the same being done by a few of the trustworthy patients. As the patients get through bathing on the day a suit of clean clothes is issued to each of them. The dirty clothes after being washed are hung to dry and then sorted out. All clothes

that are damaged are repaired on the following Monday by patients under supervision of the guards of No. 1 ward.

Each ward is thoroughly cleansed and disinfected every morning before 8 a. m.

Meals.—All patients, with the exception of those in No. 2 and No. 6 wards, dine upon the lawns in front of their respective wards, a large dining table and benches being provided for each ward for this purpose. In case of rainy weather they dine on the verandas of their respective wards.

Breakfast (6.30 a. m.): Beef stew, rice, coffee, soft bread, crackers, and poi.

Dinner (11.30 a. m.): Soups, tomato, vermicelli, vegetable, and macaroni; boiled beef, taro, poi, rice; three times a week boiled mutton, once a week fresh fish; Sundays, pork and beans.

Supper (4.30 p. m.): Beef prepared in various ways, meat balls, etc., soft bread, bananas, tea.

In case of sickness, beef tea, tapioca, sago, cornstarch, eggs and milk, poi and milk, eggnogs, etc.

Private patients get their meals directly from the assistant superintendent's house and are charged at the rate of 50 cents per diem.

Miscellaneous.—The guards and nurses are required to have their patients out of the wards and on the lawn of their respective wards by breakfast time in fine weather; in rainy weather they are out of the wards, but on the verandas. In no case is a patient allowed to occupy his cell during the day. If he or she should be ill, the hospital cell reserved for each ward would be used. No restraint is allowed to be put on any patient except it is absolutely necessary, then only at the direction of the physician in charge. The forms of restraint used are as follows: First. Heavy wood armchairs with a lapboard fastening across the arms of the chair and locked with a padlock.

Second. Iron in very extreme cases, a leather wristlet being put on to avoid chafing of the skin.

Third. Leather wristlets lined with chamois leather. These wristlets are made so that a belt can be used with them, which being passed round the patient's wrist keeps him from raising his arm to strike, at the same time allowing him enough freedom to feed himself, etc.

Fourth. Gloves. These are used, as a general rule, to prevent a patient from removing bandages, etc., from his person.

When a patient is put in restraint, the same is entered in a book kept for that purpose in the superintendent's office) by the captain of the watch. In addition of the watch record, a restraint book kept by the captains, there is a monthly record kept of each individual patient. At the end of every month the captain's watch record is gone over, and everything that has happened during the month is entered in the superintendent's record book, which contains everything of note concerning the patient.

A monthly report of the inmates is made out at the end of each month, giving the number of inmates in the asylum at that time, the number admitted during the month, the number discharged, and the number who have died, with their nationalities, sex, age, asylum number, etc.

A patient upon being admitted to the asylum is immediately bathed and clothed in clean clothes, temperature and pulse taken, and the same entered in the records.

In addition to the regular attendants named above, there are employed

in the asylum 1 foreman, 1 taro man and helper, 2 cooks, 2 gardeners, 1 laundryman, and 1 hostler.

The foreman has general supervision of all the work around the asylum, such as taro planting and pulling, making poi, repairing buildings and fences, digging graves for deceased patients, etc.

The taro man is under the foreman and in direct charge of the patients who do any work. He has a man to help him in this work.

The two cooks are employed to cook for the patients and the work force.

The two gardeners are employed in keeping the grounds in order, planting flowers, cutting grass, etc.

The laundryman keeps all the bed linen, bedspreads, etc., in first class condition.

The grounds need to be seen to be appreciated. Plenty of green lawn adorned with colored shrubs and plants makes it one of the most beautiful gardens of Honolulu.

Photographs.—A complete record is kept of each patient for various reasons, viz:

First. Strangers unable to speak for themselves and who have come here from unknown parts may be identified at any time.

Second. If a patient escapes, he may be more easily recognized.

Third. The facial expression, attitude, and garb of the patient is of scientific interest.

These photographs are made on the place, as soon as possible after the reception of a patient, and the positive, with three negatives, kept at the asylum, for which a charge is made of \$1.

Furlough and discharges.—Every patient who has sufficiently recovered his reason so as not to be dangerous to himself or a menace to the public is allowed on furlough—if in Honolulu he is kept under the surveillance of the assistant superintendent, reporting at stated intervals at his office. If on the other islands, the government physician or sheriff is notified and at the expiration of a certain time, which varies with the case from three months to a year, the patient's condition continues to improve or remains good, his discharge is granted, given by the president of the board of health and the superintendent.

In conclusion I wish to add my methods and treatment of those committed to my care.

Each and every one is treated as though he or she was a private patient and as irresponsible as a child would be. Therefore it behooves us to look for ailments and suffering and not to wait until the patient complains, but to observe them, and instruct those in attendance to watch, and note every peculiarity or idiosyncrasy of those under their supervision. A physician, even though a resident, can not be always with each patient, and he has to depend on the watchfulness and intelligence of the attendants. Their physical condition is observed and each phase of mental disturbance noted.

The asylum is visited and the patients all seen daily by me, occasionally by one of my partners, and frequently by both of us. Whenever there is a case of special interest or difficulty I invariably call on one of them for counsel. In case of emergency there is always someone on duty in my office who is acquainted with my whereabouts, and a telephone message has always been immediately attended to. No case of urgency has ever been kept waiting, and when the danger of serious illness demanded it as many as three or four visits have been paid in one day.

When you consider that 53 of the inmates are incurable and have been over three years in the asylum, and 40 more doubtful and practically incurable, having been in the asylum for over two years, and for the most part showing no amelioration of symptoms, but in many cases remaining in statu quo or progressing, it leaves but about 30 to require very special attendance.

Finally, after considerable experience with the insane, I believe that you will find in no similar institution that the patients have been better cared for or better results have been obtained than in the Oahu asylum.

HONOLULU, HAWAII, *January 30, 1901.*

Expenditures of the board of health from January 1, 1898, to December 31, 1899.

	Appropriation.	Expenditure.
Salaries and pay rolls:		
Salary of secretary	\$4,000.00	\$4,000.00
Salary of food commissioner	3,150.00	2,975.00
Keeper of quarantine station	1,200.00	1,200.00
Pay of government physicians	86,000.00	85,852.58
General expense pay roll	18,960.00	18,930.56
Nonleprous children pay roll	2,400.00	1,328.00
Act to mitigate pay roll	3,150.00	2,760.00
Removing garbage pay roll	10,800.00	10,165.00
Maintenance hospital pay roll	13,000.00	12,298.27
Segregation of lepers pay roll	38,400.00	35,856.25
Salary superintendent insane asylum	3,600.00	3,600.00
Pay of assistants insane asylum	23,664.00	22,832.00
	158,324.00	151,795.61
Other expenses:		
Admission to Kapiolani Maternity Home	4,800.00	4,800.00
Expenses under opium act	5,000.00	1,573.68
Insane asylum	33,600.00	33,315.68
Supplies store	25,000.00	24,665.90
General expenses	10,000.00	9,999.67
Removing garbage	10,000.00	7,844.75
Maintenance expenses	10,000.00	6,796.70
Support of nonleprous children of lepers	12,000.00	6,041.44
Drugs	9,000.00	9,000.00
Expenses under act to mitigate	1,000.00	147.40
Support and maintenance of hospitals	16,000.00	14,978.50
Segregation, support, and treatment of lepers	180,000.00	170,151.49
	316,400.00	289,815.21

Amount of appropriations voted by the council of state that were expended by the board of health in the year ending December 31, 1900.
[Subject to correction.]

	Monthly salary.	Expended.	Appropriation.
Salaries and pay rolls:			
Salary of executive officer	\$225.00	\$1,800.00	\$5,400.00
Salary of secretary	166.67	2,000.00	4,000.00
Food commissioner and analyst	175.00	2,100.00	4,200.00
City sanitary officer	175.00	1,400.00	4,200.00
Bacteriologist	200.00	1,600.00	4,800.00
Keeper of quarantine station	50.00	271.67	1,200.00
Pay of government physicians	1,500.00	17,842.00	36,000.00
General expenses, pay roll	1,330.00	14,609.60	31,920.00
Nonleprous children, pay roll	60.00	720.00	2,400.00
Act to mitigate, pay roll	115.00	1,272.50	3,150.00
Pay of inspectors of plumbing	250.00	1,194.35	6,000.00
Removing garbage, pay roll	445.00	5,362.00	10,800.00
Removing garbage and operating excavator, pay roll	2,500.00	16,820.34	59,040.00
Segregation of lepers, pay roll	1,650.00	17,837.90	38,400.00
Maintenance of hospital, pay roll	532.00	6,304.00	13,000.00
Salary superintendent insane asylum	150.00	1,800.00	3,600.00
Pay of assistants, insane asylum	982.00	11,741.00	23,664.00
Total, salaries and pay rolls		104,675.36	284,174.00

Approximate amount of appropriations authorized by council of state and expended by board of health for current expenses during the year 1900, including December bills January 20, 1901.

		Expended.	Appr td.
Kapiolani Maternity Home.....		\$2,200.00	\$4
General expenses.....		9,376.13	10
Monthly subsidy, \$200.			
Expended for—			
Advertisements and printing.....	\$2,725.74		
Incidentals, rig plumbing inspector, etc.....	1,393.25		
Postage stamps, stationery.....	509.33		
Instruments, drugs for laboratory.....	1,286.70		
Burial of paupers.....	335.00		
Pay rolls.....	3,126.11		
	9,376.13		
Medicines.....		5,009.95	9.0
Expended for—			
Hawaii physicians.....	987.64		
Maui and Molokai.....	1,044.76		
Honolulu dispensary.....	966.96		
Oahu—outside districts.....	503.02		
Kauai.....	564.07		
Vaccine.....	923.50		
	5,009.95		
Support of nonleprous children of lepers.....		3,735.99	12.0
Expended for—			
Clothing and sundries.....	428.71		
Furniture.....	320.25		
Two carriages.....	500.00		
Groceries, meat, and supplies.....	1,815.03		
Pay rolls.....	672.00		
	3,735.99		
Quarantine expenses.....		4,022.02	10.00
Expended for—			
Fumigating plant channel wharf.....	2,090.00		
Port physicians' fees.....	485.00		
Repairs and sundries.....	294.52		
Pay rolls.....	980.50		
Hana smallpox quarantine.....	130.00		
Koloa smallpox quarantine.....	42.00		
	4,022.02		
Insane asylum.....		20,381.32	33.60
Expended for—			
Bedding, furniture, clothing.....	606.58		
Crockery, utensils, etc.....	611.29		
Fuel and lights.....	596.61		
Improvements and repairs.....	925.72		
Incidentals.....	997.50		
Medicines.....	1,182.46		
Meats and fresh fish.....	6,818.06		
Provisions and groceries.....	6,564.60		
Pay rolls.....	2,078.50		
	20,381.32		
Segregation, support, and treatment of lepers.....		98,630.02	192.00
Expended for—			
Board and cartage of lepers.....	659.70		
Medical examination.....	460.00		
Freights and passage.....	9,141.98		
Kalihl station.....	5,119.31		
Leper settlement—			
Baldwin Home.....	2,969.97		
Bishop Hope.....	912.87		
Lumber and building materials.....	2,987.12		
Incidentals.....	1,571.87		
Medicines.....	7,473.20		
Beef and cattle.....	23,634.00		
Poi.....	13,018.64		
Bread.....	3,680.04		
Rice.....	4,686.80		
Flour and other provisions.....	8,254.52		
Pay rolls.....	9,061.50		
	98,630.02		

Approximate amount of appropriations authorized by council of state and expended by the board of health for current expenses during the year 1900, etc.—Continued.

	Expended.	Appropriation.
Isolation, support, and treatment of lepers—Continued.		
Kalaupapa store	\$18,463.81	\$45,000.00
Expended for—		
Dry goods, clothing	6,504.76	
Furniture, utensils, etc	1,947.97	
Provisions and groceries	6,069.37	
Shoes, leather goods	1,406.38	
Tobacco	1,068.99	
Lumber, building materials	1,081.75	
Stationery and sundries	394.59	
	18,463.81	
Support and maintenance of hospitals	5,863.02	16,000.00
Expended for—		
Honolulu dispensary	143.60	
Koloa Hospital	247.70	
Waimea Hospital—		
Pay rolls	\$715.00	
Supplies	276.46	
	991.46	
Maui Hospital—		
Pay rolls	\$1,702.00	
Medicines	24.00	
	1,726.00	
Hilo Hospital—		
Additions to buildings	1,145.36	
Furniture	351.51	
Medicines and sundries	541.29	
Pay rolls	716.10	
	2,754.26	
	5,863.02	
Rent detention camp grounds, Kalihi	450.00	1,850.00
Care of detention camp, Kalihi	820.15	900.00
Expense under act to mitigate	878.24	1,000.00
Removing garbage	7,762.97	10,000.00
Expended for—		
Pay rolls	1,986.10	
Repairs to carts, etc	1,603.50	
Appliance and tools	1,029.22	
Harness and repairs	1,059.00	
Shoeing live stock	808.75	
Medical treatment live stock	188.81	
Lumber	78.24	
Hay and grain	349.12	
Two mules	450.00	
Incidentals	265.23	
	7,762.97	
Purchase of new excavators and appliances	9,541.67	12,000.00
Expended for—		
Twelve excavator tank wagons	4,200.00	
Five pumps and valves	1,885.00	
Hose and other appliances	3,813.63	
Cartage and sundries	143.04	
	9,541.67	
Purchase of new garbage carts	300.00	450.00
Purchase of carts for dry-earth closet system	570.00	600.00
Purchase of live stock (24 mules)	3,815.00	6,500.00
Purchase of hay and grain	2,997.89	18,000.00
New stables	1,489.17	4,000.00
Garbage crematory	16,844.59	20,000.00
Running expenses sewerage system (pay rolls)	242.25	9,666.00
Expense bubonic plague (about \$5,000 unpaid bills awaiting payment)	625,000.00	625,000.00
Total current expenses	832,888.69	1,041,866.00

Estimated appropriations required by the board of health for the coming biennial period.

Salary of executive officer	\$5,400.00
Monthly salary	\$225.00
Salary of secretary	4,000.00
Monthly salary	166.67
Salary of city sanitary officer	4,200.00
Monthly salary	175.00
Salary of food commissioner and analyst	4,200.00
Monthly salary	175.00

Insane asylum		\$34,000.
Items—		
Bedding, furniture, and clothing	\$1,000.00	
Crockery and utensils	1,000.00	
Fuel and lights	1,000.00	
Improvements and repairs	2,000.00	
Incidentals	2,000.00	
Medicines	2,000.00	
Beef, meats, and fresh fish	12,000.00	
Provisions and groceries	13,000.00	
	<hr/>	
	34,000.00	
Segregation, support, and treatment of lepers		160,000.
Items—		
Board and cartage of lepers	1,500.00	
Medical examinations	1,000.00	
Freights and passage	18,000.00	
Kalihi station expenses	12,000.00	
Baldwin Home expenses	6,000.00	
Bishop Home expenses	2,000.00	
Lumber and building materials	6,000.00	
Incidentals	3,000.00	
Medicines	10,000.00	
Beef and cattle	46,000.00	
Poi	26,000.00	
Bread	8,000.00	
Rice	8,000.00	
Flour and other supplies	12,500.00	
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	160,000.00	
NOTE.—Production of Taro at Waikolu and the issuing of weekly ration tickets on the store will tend to decrease expenses under this head, and increase amounts expended for Kalaupapa store.		
Kalaupapa store		45,000.
Maintenance of garbage and excavator service		24,000.
Items—		
Repairs to appliances	\$3,000.00	
Harness and repairs to same	2,000.00	
Hose and new appliances	3,000.00	
Shoeing live stock	2,500.00	
Hay and grain	10,000.00	
Live stock	2,500.00	
Incidentals	1,000.00	
	<hr/>	
	24,000.00	
Running expense garbage crematory		7,200.
Completion of garbage crematory		9,800.
Maintenance of hospitals		2,000.
Items—		
Honolulu dispensary	1,000.00	
Koloa Hospital	1,000.00	
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	2,000.00	
Subsidy to Waimea Hospital		2,400.
Subsidy to Lihue Hospital		3,600.
Subsidy to Malulani Hospital		5,000.
Subsidy to Hilo Hospital		5,000.
Subsidy to Queen's Hospital		20,000.
Subsidy to Consumptive ward		5,000.
Kapiolani Maternity Home		4,800.
Subsidy for steamship service between Honolulu, Molokai, Maui, etc ...		5,200.
Honolulu dispensary building		25,000.
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Total current expense appropriations		382,000.

Amount of government realizations for the biennial period ending December 31, 1899:

Kalaupapa store receipts	\$27,790.64	
Hides and tallow	5,702.78	
Excavator service receipts	5,524.50	
Malulani Hospital receipts	3,821.60	
Hilo Hospital receipts	3,123.36	
Rents Kakaako buildings	797.50	
Lepor settlement receipts	394.10	
Insane asylum receipts	330.00	
Amounts refunded, twice paid bills	237.69	
Koloa Hospital receipts	98.00	
Vaccine virus sold	72.50	
Condemned carcasses sold for fertilizer	30.00	
Fees registration certificates	24.00	
		<hr/>
		\$47,946.67

Amount of government realizations for 1900:

Kalaupapa store receipts	12,511.45	
Excavator service receipts	6,502.50	
Sales pipe and merchandise by finance committee	6,625.30	
Fencing and merchandise sold at auction	7,694.05	
Prophylactic injections	3,013.00	
Hides and tallow	2,820.74	
Rents detention camps	743.00	
Lepor settlement receipts	167.50	
Insane asylum receipts	187.00	
Registration certificates	10.00	
Sundry receipts	512.05	
		<hr/>
		40,786.59
		<hr/>
		88,733.26
		<hr/>

Expenses incurred for maintenance of the garbage and excavator service for the city of Honolulu for the year 1900:

Removing garbage pay roll	\$5,362.00	
Garbage and excavator pay roll	17,180.34	
Removing garbage	7,762.97	
12 new excavators and appliances	9,541.67	
New garbage carts	870.00	
Live stock, 24 mules	3,815.00	
Hay and grain	2,997.39	
New stables	1,489.17	
Garbage crematory	16,847.59	
		<hr/>
		65,866.13

Proposed appropriations for maintenance of said service:

Removing garbage pay roll	24,240.00	
Operating excavator pay roll	45,000.00	
Garbage and excavator service	24,000.00	
Running expenses garbage crematory	7,200.00	
Completion garbage crematory	9,800.00	
		<hr/>
		110,240.00

Monthly running expenses, 8 garbage carts and present crematory:

1 foreman	\$70.00	
1 foreman	60.00	
1 foreman	50.00	
16 rubbish cart men, at \$40	640.00	
8 rubbish burners, at \$40	320.00	
Shoeing 14 horses and mules	40.00	
Feed for same	180.00	
Repairs on carts, average	50.00	
Repairs on harness, average	50.00	
Sundries	40.00	
		<hr/>
		1,500.00

Running expenses, 12 excavators:

Superintendent.....	\$125.00	
1 foreman	70.00	
2 foremen, at \$60.....	120.00	
6 men at \$50	300.00	
30 men at \$40.....	1,200.00	
Shoeing 24 mules.....	70.00	
Feed for 24 mules	315.00	
Repairs to pumps and excavators	175.00	
Repairs to harness.....	65.00	
Sundries.....	50.00	
		\$2,49
		3,90

EXHIBIT No. —.

HONOLULU, T. H., *September 27, 1902*

To the honorable Subcommittee on Hawaiian Affairs of the Commission on Pacific Islands and Porto Rico of the United States Senate, U. S. Senate,

GENTLEMEN: I have the honor to hand you herewith the following records of the house of representatives of the first legislature of the Territory of Hawaii in relation to the leper settlement, taken from my files as journal clerk and stenographer thereof:

- (1) Petition of the lepers' committee to the legislature.
- (2) Stenographic report of proceedings of joint committee appointed to visit the settlement.
- (3) Stenographic report of conference of said joint committee with the Territorial board of health in relation to leper settlement.

These, with the report of the joint committee, which will be found on pages 456 to 463 of the house journal, will, as I am reliably informed and believe, give you the most complete report of conditions existing at the settlement ever made by any legislature, although it has been the custom for each legislature to appoint a committee to visit the settlement and investigate affairs there.

Very respectfully,

J. D. AVERY,
*Stenographer and Journal Clerk, House of Representatives,
First Legislature of the Territory of Hawaii.*

Conference of the special committees of the senate and house of representatives of the first legislature of the Territory of Hawaii on the leper settlement at Kalaupapa and Kelawao, Molokai, with the Territorial board of health at the board rooms, Honolulu, March 20, 1902, at 3 p. m.

Present: A majority of the committee of both houses and Mr. F. Lowrey, president pro tem. of the board of health; Drs. N. B. Emerson and C. B. Cooper, Attorney-General Dole, and Messrs. Geo. V. Smith and E. C. Winston, members of the board, and the following officers of the board:

Mr. Chas. Wilcox, secretary; Dr. J. S. B. Pratt, executive officer and Mr. C. B. Reynolds, superintendent of the Molokai leper settlement.

Senator H. P. Baldwin acted as spokesman for the legislative committees.

Mr. BALDWIN. There has been a petition put in from the residents of the settlement asking for certain things. I will ask the questions as they appear in the petition, and then you can ask as many other questions as you wish.

The petition reads:

At a public meeting held in the Beretania Hall at Kalaupapa, at Molokai, February 20, 1901, it was resolved that the accompanying petition be placed in the hands of a committee of fifteen members, and praying:

1. That the local management of the settlement be given, by a law to be enacted herefor, to the persons segregated here.

2. That a liberal appropriation be made to increase the water supply of the settlement.

3. That a steam vessel be purchased for the board of health to be used for the transportation of freight from the other islands to the settlement.

R. M. KAAOAO,
Chairman of the Committee.

Senator BALDWIN. This is one petition, and then there is another. It is our purpose to deal with the questions in order, and we would like the views of the members of the board of health on the question of local management at the settlement. The legislature has a provision for a county law; it provides for two counties on Hawaii, one county consisting of Maui, Molokai, Lanai, and Kahoolawe; one county for Oahu, and Kauai and Niihau form the fifth. I do not understand that the management of the settlement is to be a county proposition, but simply that a local management be given to the people there. A commission would be selected, as I understand it, to act as a governing board.

Senator RUSSEL. The proposition is to erect the settlement into a township.

Senator BALDWIN. That may be your idea and the idea of some members, but that is not the petition. They ask for local management.

Senator RUSSEL. I simply thought to explain the idea.

Senator BALDWIN. We would like to know the views of the board of health on that line.

Mr. LOWREY. It would perhaps be well to state that the president of the board of health has been compelled to go to Maui. One of the other members of the board has a case in court, but he will be here as soon as his case is over.

The question has occurred to me as to whether it would be better for individual members to express their opinions or if it would be better for the legislature to submit certain questions and for us to reply as a board. No one member of us can speak for the entire board.

Senator BALDWIN. The object of the meeting with the board is to go over the petition with the board of health, and also the complaints that have been made, but, of course, if the board of health do not care to give any views on the topic, I will pass over the question and will take up the next question.

2. That a liberal appropriation be made to increase the water supply of the settlement.

Mr. LOWREY. Oh, I don't mean that at all; it is simply a question as to whether it would be better to give individual answers or to make reply as a board.

Senator BALDWIN. I understood that we were to be here to lay out your views on the petition, and to get your side of the question.

They ask for an increase of the water supply. There has been a proposition to bring more water to the settlement, in fact to get water enough for the cultivation of taro in the settlement. Some of the people want that. We have got to consider whether it is the thing to do, or whether to confine taro raising to the localities where the taro now is. I notice that Father Dutton thinks it would make an unhealthy district if they raised taro right in the community, so close to many of the houses. It was his opinion that it would make an unhealthy district. The board of health certainly has views on the matter, we would like to know their views.

In connection with that, it was stated that there is never enough water as it is to supply the houses right here in the settlement; that that the houses were not well supplied with water. There was a complaint that some houses are not supplied with water taps.

Mr. LOWREY. In regard to the first question, in regard to local government, I think, after reading the testimony expressed at the evening session at Molokai, that there was a statement made by some of the lepers that it seemed to them undesirable to have it. Other statements were put forth by many of the people there in a similar strain, and it is in view of such statements made at the settlement that I think it would not be desirable.

Dr. EMERSON. A form of self-government was in vogue there before when the settlement was first established. It was to a large extent self-governing. The result was the greatest confusion. The whole system of government has been a matter of growth; in fact, each error has been seen a long time before it has been corrected.

Senator BALDWIN. There should be an interpreter, so that the Hawaiian members of the legislature will understand the drift of the discussion.

Dr. EMERSON. If you will allow me, I will interpret my own remarks.

I noticed in the testimony given by a white man, I think his name was Way, a statement to the effect that there was no one strong enough there to attend to the government, as with any change of the weather they were liable to lose their health, and then there would be no one to carry on the government, that they were all practically sick and dying. I agree with his views. I think that they would labor under great difficulties.

Again, the question of finance is one of the great questions. There are great expenses to be met for these people. Are there men there of sufficient ability to solve these questions? Without casting reflections upon the mental capacity of the people there, for there are many very bright minds in the settlement, how would those things such as the division of the money, be made, which are now done by men who have somewhat superior abilities to divide out and economize the means?

These people have always been regarded as wards of the nation. It is a form of quarantine; true, it is a great quarantine, but it really is a permanent quarantine. Taking that view of it, let me ask if it would do to give local government to the inmates of Mauiola quarantine station here in the harbor, or how would it have worked to have given local government to those who were quarantined during the cholera epidemic? We would have thought it unprecedented. There are other arguments, but I think that the view is just.

Attorney-General DOLE. I think it is a good deal like self-government in a hospital. Sick people have not the use of their good judgment.

Mr. LOWREY. Shall Mr. Wilcox translate? or, if the legislature refer, let some one else translate.

Representative WILCOX. I beg to be excused. If my brother were here he could translate for you, but I do not feel competent.

Mr. LOWREY. I meant Mr. Charles Wilcox, the secretary of the board.

Representative WILCOX. Oh, I misunderstood you.

Senator BALDWIN. I think Mr. Wilcox is the one to translate.

Mr. WINSTON. I think in some matters it would be economy for them to govern themselves, but in the matter of finance I think there is no one there accustomed to the disbursement of large sums. It is possible that there may be such persons there, and if there are, I should be in favor of it.

Dr. COOPER. I do not believe that local self-government could be successfully carried out. I think they should have a board of control of, say, five members. I think that such a board should have the direction of affairs, and that the minor details they could settle among themselves. I believe in their having representation.

Senator BALDWIN. We have not a great deal of time. We propose to take up the next question—the question of the water supply. We ask the question because we understand that President Raymond has a bill to propose.

Mr. LOWREY. I would like to say that President Raymond was very sorry that he was compelled to go to Maui and could not be here to meet with the legislature. He has not consulted with the board, but we understand that he has a plan to propose, and that he gave an outline of it to the executive officer, Dr. Pratt, before he left. I will ask Dr. Pratt to give it to you.

Executive Officer PRATT. Dr. Raymond told me before he left that he had a plan partially outlined, and that if the matter came up he would like me to give his views.

I believe he favored a commission of three or five residents of the settlement. If there were three, one was to be selected by the people up there, one by the board of health, and these two were to select the third. They were to have the management of all petitions and complaints, etc., that now generally come before the board here. There was to be a superintendent of the settlement located here, and he would work with this commission. He would make monthly or bimonthly trips to the settlement, and all complaints made by the residents there, either in regard to water supply or trouble among themselves, would be arbitrated by this board or commission, and would be finally submitted to the board of health if they were unable to agree. Of course the detail part of it he did not go into at all. The system will have to be perfected, but those are the main lines of his ideas.

Attorney-General DOLE. It occurs to me, Mr. Chairman, that Dr. Raymond's idea would be a good one.

Senator KALAUOKALANI. Are those also Dr. Cooper's ideas?

Dr. COOPER. Yes; those are practically the same as my ideas.

Senator BALDWIN. Let us come to the water supply. They complain that some houses do not get water. I did not have time to look over the matter personally over there. We would like to know in

regard to this; perhaps Mr. Reynolds can say something in regard to this.

Superintendent REYNOLDS. As far as water for domestic purposes and for irrigating plants, we have twice as much as we can use. There is a water line connecting the settlement with the stream in Wailua Valley, and the spring never fails. Should we go into taro planting at Kalawao and Kalaupapa, I don't know that there would be enough water. It is my intention to put in a branch and go into taro planting in the settlement as far as possible, but there is the question of funds required and some other matters, so that I have not done it as yet.

Senator BALDWIN. How about the houses not being supplied with taps?

Superintendent REYNOLDS. They are all supplied; that is to say, sometimes three or four houses have taps together on account of the way the line runs, or on account of the houses being close together and do their washing together. It was my intention to give them taps for planting as far as the appropriation would permit. I think most of them have taps close to their houses; some of them may have to go a few yards, but none have to go very far.

Senator BALDWIN. They stated that they had to pay for putting in the connections. Is that true?

Superintendent REYNOLDS. Some of them have water pipes laid in their grounds for irrigation purposes. In that case they usually pay for the pipes and the board of health put them in.

Senator BALDWIN. Where a man comes and wants his pipe laid near the house or the board of health to put in a tap between these houses, has the board of health in any cases compelled them to pay for putting them in?

Superintendent REYNOLDS. If it is within their grounds the owner has to ask the board of health.

Senator BALDWIN. Some say that they have been compelled to pay for the pipes.

Superintendent REYNOLDS. Sometimes they run into the house, sometimes on the far side. In order to save themselves trouble sometimes put in pipes themselves.

Senator BALDWIN. If the settlement was fairly supplied with water for irrigation purposes, some of those that are a little off on the far side, would there be enough water left for taro planting?

Superintendent REYNOLDS. I hardly understand the question stated before that if it was intended to run the taro planting in Kalaupapa there would not be water enough with the present piping.

Senator BALDWIN. Without going into taro planting, could a house be supplied with a tap for irrigating trees and plants and domestic purposes with the present supply?

Superintendent REYNOLDS. Oh, yes; for ordinary planting there would be sufficient.

Mr. LOWREY. Would you advise bringing water down for the purpose of planting taro at Kalaupapa, or confine the planting to the valleys where it is now?

Superintendent REYNOLDS. Wailua Valley is the only one where you can get water down.

Senator BALDWIN. There is not water enough in the present line for the raising of taro in the settlement proper.

Superintendent REYNOLDS. No; I don't think so.

Senator BALDWIN. Would you advise it?

Superintendent REYNOLDS. I would advise it. As a matter of fact might say that I have spent considerable time in investigating other valley which had some water, but it was not sufficient during a dry weather.

Senator KALAUOKALANI. How many acres of taro would be sufficient for the needs of the settlement with the weather you are now having?

Senator KANUHA. How many acres are now given up to taro cultivation?

Superintendent REYNOLDS. I don't know exactly. I could only tell by going over the reports.

Attorney-General DOLE. I would like to ask Mr. Reynolds if any estimate has been made of the cost of putting in a water line; and if so, how much the line would cost sufficient to cultivate all the taro needed for the settlement? How much would it cost per acre?

Superintendent REYNOLDS. I believe another pipe line the same size as the one we have now would bring down abundant water to Kalanipapa.

Attorney-General DOLE. How much would that cost?

Superintendent REYNOLDS. Twenty thousand dollars.

Attorney-General DOLE. How many acres would it require?

Superintendent REYNOLDS. As far as the acreage is concerned I could not tell; 150 acres perhaps.

Attorney-General DOLE. That is to say, somewhere between \$100 and \$200 per acre would be the cost?

Senator BALDWIN. An 8-inch pipe would be sufficient for the taro? It does not seem to me to be large enough.

Superintendent REYNOLDS. It would be sufficient if the ground is well worked. The ground retains the water.

Senator BALDWIN. It depends of course upon the head. That would be put it to the ridge then, would it?

Superintendent REYNOLDS. Oh yes; you could plant on the ridge.

Mr. WINSTON. From what I know of taro planting, my impression is that it would not require 150 acres to supply the settlement.

Senator BALDWIN. How many acres are necessary?

Superintendent REYNOLDS. You must take into consideration that many patches are always standing idle.

Mr. LOWREY. How many acres are under cultivation now? About 60

Superintendent REYNOLDS. Going onto 100 acres altogether.

Mr. LOWREY. That is, half enough to supply the settlement?

Superintendent REYNOLDS. Yes.

Mr. LOWREY. That would mean 200 acres to supply the settlement?

Superintendent REYNOLDS. Yes; that is my opinion. I think 200 acres of taro patches would supply the settlement.

Mr. EMERSON. I think it is a wrong estimate to estimate the amount of taro planting so high. I do not wish to contradict Mr. Reynolds, but I think he is mistaken when he says there is 100 acres under cultivation now. I think it is below that.

Mr. LOWREY. Have you any further questions upon this subject?

Senator BALDWIN. If not, I will pass to the next point, and that is the matter of providing a steam vessel, to be owned by the board, for carrying freight and provisions to the settlement. As it is, the chartered steamer of the board of health sometimes does not land. They leave it to the board of health to own the vessel.

Mr. LOWREY. I think the board of health all agree with the that, that it would be better to have our own steamer.

Senator BALDWIN. Then there is no use in discussing that. I only suggest that the board of health get the vessel as soon as possible so that the poor people over there need not want or suffer any less than is absolutely necessary.

Mr. LOWREY. We look to you gentlemen to supply the necessary funds.

Senator BALDWIN. That is the end of the first petition. Attached to it was another petition which begins as follows:

To the legislature of the Territory of Hawaii, greeting:

We, leprosy persons residing at Kalaupapa and Kalawao, island of Molokai, representative election district, precinct 1, through our committee, respectfully as follows:

1. That the board of health be prohibited from claiming any shares in the produce produced by the farmers at Waikolu.

Senator BALDWIN. There was considerable complaint on that. Perhaps Mr. Reynolds can explain. My conversations show, and testimony also shows, that out of the taro planted at Waikolu the board of health takes one-fourth. Why that was done they did not seem to agree.

Superintendent REYNOLDS. I would like to state that up to a recent time taro planting at Waikolu was tabu from the lepers. They were not to plant a little at Wailua. That was four years ago, when Waikolu was used for keeping the stock of the board of health during the winter season. It was about four years ago that taro became a very scarce thing. I got the consent of the board of health to plant taro at Waikolu. When we did that we had to keep out the cattle, otherwise they would have gotten in and destroyed the patches. I also found that it was necessary to use considerable lumber for that purpose and for keeping out the wild pigs, as there is a considerable number of wild hogs up the valley, and we had to build fences out of 4-inch rail. Some few years ago, when Mr. Evans was there, they only got half of the taro they raised for planting it. There was considerable planting about twelve years ago, but they did not get on with it very well. When Mr. Tillman was up there planting had been practically abandoned; that is to say, he allowed them to go into patches and help themselves; carry away all they could. That is where that part of the complaint came from about their getting a forty or fifty pound ratio. They could go up and bring out as much as they could bring out in a bag, and that was about fifty pounds. When I started taro planting Mr. Hatch was assistant superintendent and Mr. Notley was my assistant. I called a meeting of the planters and they were all very well satisfied with the three-fourths. Hatch and Notley were so well satisfied that they made a grab out of the first lot.

Senator KALAUOKALANI. Was there a written statement made at that time—any written agreement?

Superintendent REYNOLDS. Oh, yes; it was signed by the board. (Copies of the terms of planting were handed round to the various members of the committee.)

Senator RUSSEL. On what grounds was the 25 per cent taken?

Superintendent REYNOLDS. As a consideration for keeping the cattle out of the valley and for finding lumber for fencing the patches.

Senator BALDWIN. Was each patch inclosed individually or as a whole?

Superintendent REYNOLDS. Each set of patches.

Senator RUSSEL. Are there any current expenses from keeping the away?

Superintendent REYNOLDS. It was in consideration of that, and that we were to have the market price. We could just as well have had that the board would have paid them 40 cents for their paiai, we gave them the full market price.

Senator RUSSEL. What expenses do you refer to, Mr. Reynolds?

Superintendent REYNOLDS. Lumber, from time to time.

Senator RUSSEL. Is each patch fenced?

Superintendent REYNOLDS. The ground of two or three persons the patches are together are fenced in for their protection.

Senator RUSSEL. What is the price of taro at the present time?

Superintendent REYNOLDS. Fifty-seven and one-half cents for a ton.

Senator RUSSEL. How do you get that price?

Superintendent REYNOLDS. From the last contract. Whatever price the board contracts at with outsiders is the price we pay to lepers in settlement.

Dr. EMERSON. I would like to ask Mr. Reynolds what is the supposition—how many pounds of taro are supposed to equal 21 pounds of paiai?

Superintendent REYNOLDS. It is supposed to be 30 pounds if it is large and ripe, but I am giving them 35 pounds because of some taro being large and some being small.

Dr. COOPER. How often is this given out to the lepers?

Superintendent REYNOLDS. Twenty-one pounds per week.

Dr. COOPER. Does it not sour in that time?

Superintendent REYNOLDS. I think not.

Senator BALDWIN. How many have gone into the taro planting? I notice that Notley had gone into it as a speculation. You spoke of patches going into it. Have many gone into raising taro for their own families?

Superintendent REYNOLDS. Not in Waikolu, but in the other valleys to some extent.

Senator BALDWIN. Is it planted as a speculation?

Superintendent REYNOLDS. All that is planted in Waikolu.

Senator BALDWIN. They sell it to the board of health, I understand.

Superintendent REYNOLDS. That which is raised in any other place in Waikolu, such as Wailua, they can sell themselves, but all the Waikolu taro must be delivered to the board of health.

Senator BALDWIN. You don't deduct any part of it?

Superintendent REYNOLDS. Oh, no; only in Waikolu. There are taro planters here [exhibiting a list showing the names of the taro planters]. This is the production for the last year in this column.

Senator BALDWIN. Sixteen thousand dollars for the year?

Superintendent REYNOLDS. Yes. That gives the taro of the board the settlement; also that which is received from the outside.

Senator BALDWIN. Where was it raised?

Superintendent REYNOLDS. Up on the side of the valley, but they don't go into it with any vim at all.

Senator KAORI. If the \$20,000 were given, would the board of health take care of the taro?

Superintendent REYNOLDS. Waikolu is the only place where it is grown.

Senator BALDWIN. He asked if you had a large pipe to bring down the water, would the board of health divide the shares? I should think that is a question for the future.

Senator BALDWIN. Now, Mr. President, we want to get along, we would like to have the board of health go over these other questions with us. Let us take up the second one.

2. That the board of health be made to pay for the carriage of freight for lepers sent from all the islands of the group.

Senator BALDWIN. The evidence was that the most of them wanted the board of health to do that. I remember there was one who said he thought it was not a good thing. I think he was a haole. The general feeling was that the board of health should bring their freight from the other islands. I don't know why they ask it; I don't know whether they have found any great trouble in getting things. I would like to know if that has ever been the cause of complaint in getting of their freight.

Mr. LOWREY. After the question is translated, I will ask Mr. Wilcox, the secretary of the board, what the custom is.

Secretary WILCOX. Whenever a friend of a leper has any freight that he wants to send to the settlement, he comes here to the office and we give him a permit. They take this permit to the purser on the boat and no freight is paid for the goods; that is to say, it is charged to the board of health. It has always been so.

Mr. LOWREY. The question is in regard to the freight from the other islands. No arrangement has been made for the other islands.

Senator BALDWIN. Would the board of health think that they could take freight from the other islands?

Secretary WILCOX. With regard to parcels, I might say that the weekly average is less than 20; sometimes it is 50 and more. It is especially large during the six weeks beginning with Thanksgiving and ending about New Years.

Senator BALDWIN. The average is 50 packages each week?

Secretary WILCOX. Yes.

Representative BECKLEY. How about freight that comes down from the other islands?

Secretary WILCOX. They have to pay the freight to Honolulu on goods that come down from the other islands.

Mr. LOWREY. It seems to me that it would be impracticable to make an arrangement by which they could be brought down here and then sent over to Molokai, as there would be no check whatever upon them and it would cost so much for the freight from the other islands here.

Senator BALDWIN. Could they not get a receipt and send it down with the articles?

Mr. LOWREY. That could be done, but my point was that the amount of stuff which would be sent down from the other islands would be an enormous amount. They would send down things utterly regardless of the value of them, and this stuff that was sent down, whether it was of any value or not, would sometimes make the freight more than the articles were worth.

Senator BALDWIN. Now, let us take up the next petition.

3. That the board of health paint and whitewash all the buildings occupied by lepers.

I think they claim that they are compelled to do the whitewashing. They want the board of health to do the whitewashing. Probably Mr. Reynolds can say something about that.

Superintendent REYNOLDS. Where the houses are occupied only by a man and they are able to do the work themselves they do it, but if they are occupied by a woman or by men who are unable to do the work themselves, the board of health always does the work, excepting for those who own their own houses. A good many people have their own houses. If a man is able to do his work we give him the materials, and if not the board of health does the whitewashing.

Senator BALDWIN. How large a proportion of the houses does the board of health whitewash? What would the difference amount to if the board of health did it all?

Superintendent REYNOLDS. It is simply a matter of time. I make it a rule that the houses be whitewashed at certain times.

Senator RUSSEL. How do you whitewash them, with a brush or with a spraying machine?

Superintendent REYNOLDS. With a brush.

Senator RUSSEL. Could it not be done much more expeditiously and thoroughly with a spraying machine?

Superintendent REYNOLDS. I think that would be a good thing.

Mr. LOWREY. I think that the board of health is willing to take that up without any further consideration.

Senator BALDWIN. The next item in the petition is:

4. That the children born of leprous women be given full food and fish allowance, as well as wearing supplies, not to exceed the value of \$10 a year.

Senator BALDWIN. I understand that children born of leprous parents only receive a half ration. They had a good deal to say about that.

Superintendent REYNOLDS. They are allowed a half ration.

Senator BALDWIN. They are asking up to the amount of \$10; is that a half ration for the year? Oh, I see; that refers to the clothing ration.

Dr. COOPER. Up to what age are they allowed a half ration?

Superintendent REYNOLDS. There is no age; some are 10 and some 12 years old.

Senator BALDWIN. What becomes of them after they get 15 years old?

Superintendent REYNOLDS. If they are not lepers they are supposed to work.

Senator BALDWIN. When they are able to work, but can't get it, how about it?

Superintendent REYNOLDS. They get a half ration and what they are able to do.

Senator BALDWIN. Suppose they get to be 30 years old?

Superintendent REYNOLDS. They are looked upon as kokuas then and the ration is dropped.

Attorney-General DOLE. But up to 10 or 11 years that is as much as they get?

Superintendent REYNOLDS. Yes.

Senator BALDWIN. I suppose we can find out how many nonleprous children there are?

Superintendent REYNOLDS. Yes; it is given in the biennial report of the board of health.

Dr. EMERSON. There has been an effort to bring about the removal

of nonleprous children. At one time it resulted in two men being killed. The board of health has tried many times to bring the children away, but there is no one outside to look out for them.

Senator BALDWIN. I see according to the report that there are nonleprous children. What would be the additional expense if they were put on full rations?

Superintendent REYNOLDS. Ten dollars per year each.

Senator BALDWIN. What will be the expense for food? We would like to know whether the board of health would recommend it or not.

Mr. LOWREY. The board of health does not care to hold out inducements for them to stay at the settlement. There would be \$870 per year for clothing rations alone.

Attorney-General DOLE. I suppose when these nonleprous children want to leave they can do so.

Senator BALDWIN. Do you compel them to stay there?

Mr. LOWREY. There are some of them taken away as infants.

Representative BECKLEY. Are there the same number of nonleprous children there now as there was in 1899?

Superintendent REYNOLDS. I don't suppose there is much change.

Representative BECKLEY. Are those who are still at the settlement there with the permission of the board of health?

Senator BALDWIN. I see that this petition makes no distinction between leprous and nonleprous children. It simply says children born of leprous women.

Superintendent REYNOLDS. If they are born there and are discovered to have leprosy they get full rations.

Mr. LOWREY. It has been recommended that a building be put down here for them.

Dr. EMERSON. I would like to call the attention of the members of the legislature to this fact: The board of health have tried to remove these people. It was done with the best of intentions by the board of health, but they found their hands in a large measure tied. The people up there simply refused to allow their children to leave them.

Mr. LOWREY. There was an appropriation in 1895 for such a building, I believe. I do not know why it was not built.

Senator BALDWIN. It has been up in the legislature before; I am sure of that.

Mr. KANUHA. Where were these children to be taken in the effort made before?

Dr. EMERSON. I can state what arrangements were made of my knowledge.

Superintendent REYNOLDS. The female children have been brought down to the home.

Dr. EMERSON. We have had the Kapiolani Home for nonleprous female children for some time, and the board of health would like very much to have a similar place for boys.

Senator KANUHA. I think if they knew that their children would be given a suitable place and would be treated well they would have no objection to their leaving the settlement.

Senator BALDWIN. Let us take up the next item:

5. That the cloth allowance of the value of \$10 be made in coin.

Senator BALDWIN. The item of cloth allowance I am somewhat in doubt about. Some think it would go for liquor, etc., if given to the residents of the settlement in cash.

Now, in regard to item 6:

a. That the minister of the interior, with the approval of the board of health, permit the erection of stores other than that of the board of health.

Senator BALDWIN. They complain that the store charges them higher prices for goods than they can be bought here. They complain that the stores rob them on the stuff. They don't say what was the cause of it. Mr. Way, I believe, was one of the men that made some complaint. They seem to think that they can trade better and get better value for their money if they were allowed to have other stores in order to get the benefit of competition. They say that this store has too little in it, not enough variety. A ham, I believe, sells for \$2. It was stated that a bag of potatoes was gone a very few minutes after it had landed. Those who were left without could not get any more for two or three weeks.

Attorney-General DOLE. I would state that the store sold goods at a profit until two or three months ago, then a resolution was passed that the store should sell at the cost of goods. If the goods were sold at cost there could not be any competition. It is to be presumed that the store buys as cheap as others can, and if it sells at cost no store could run in competition with it.

Senator RUSSEL. The prices on goods put on by the board of health are higher than any other prices in the islands.

Senator BALDWIN. That was one complaint. Some goods were returned sometimes as not being good. They did not have a stock of goods; for instance, potatoes were in very small quantities. They claim that the flour was not fit to use, and that while the prices of goods were reasonable at times, at others they were higher than in Honolulu.

Attorney-General DOLE. Was it within the last two months?

Representative GILFILLAN. They said the prices had been reduced within the last two months.

Attorney-General DOLE. The prices have been reduced by a resolution of the board of health within the last few months.

Secretary WILCOX. Dr. Raymond says that in the statement I made up of the merchandise account that the expense of running the store should have been taken out of the profit. That was the way I did it before, but they objected to it in the legislature of 1898. They said what they wanted to find out was what it cost the board of health without respect to running expenses. Dr. Raymond objected to that.

Senator KALAUOKALANI. I took some memoranda there of the prices the store was said to be charging, and I found that shoes that could be bought in Honolulu for \$1.25 sold there for \$1.35, and that tin pans that sold for 50 cents in Honolulu cost 5 cents more there. I believe there were some other items. The board of health is still getting a profit.

Dr. COOPER. I would like to ask Dr. Russel if I understood him to say that the board of health was buying goods here at prices higher than those charged to the average purchaser.

Senator RUSSEL. I can show him the figures.

Representative BECKLEY. My own idea is that if there was a store there other than the one the board of health has now it would be better.

Senator BALDWIN. Are there people at the settlement who are able to take charge of a store? Has there ever been any prohibition of

anyone putting up a store? I would like to ask whether the board of health have made any rule in regard to it. I understood from testimony that only three coffee shops were allowed by rule of board of health.

Superintendent REYNOLDS. It has been understood that the board of health would allow three coffee shops. They were limited at the time they thought it was not well to have too many there the way things are.

Senator BALDWIN. If another store was started, would the board of health stop it?

Mr. LOWREY. No such action has been asked for.

Senator BALDWIN. They stated that if the board of health would agree to it they would put a store up. Would the board of health object to other parties putting up stores?

Mr. LOWREY. That would be a matter for the board of health to consider. The question would come in as to the matter of payment for transportation of goods. Then, there are a number of other matters that would come up in connection with it.

Senator BALDWIN. That the minister of the interior permit the erection of other stores. Let us take up the next one.

7. That the letters of lepers be mailed free of postage.

Mr. LOWREY. That will have to go to Washington.

Senator BALDWIN. They seem to understand that.

8. That each leper be given once a month one-quarter of a cord of fuel.

Senator BALDWIN. I would like to ask what is the rule about that?

Mr. LOWREY. How much are you giving them now, Mr. Reynolds?

Superintendent REYNOLDS. None, unless they pay for it. Wood is \$2 a cord.

Senator BALDWIN. How would the board of health consider a proposition to issue that to them?

Mr. LOWREY. It is all right if the legislature appropriates the money to do it with.

Attorney-General DOLE. That is to those who cook and need fuel but not to those who don't.

Senator BALDWIN:

9. That the importation of awa into the settlement be permitted, not to exceed stumps at a sending.

Senator BALDWIN. What is the rule now?

Superintendent REYNOLDS. Some time ago there was a license. Now, what comes in is not brought by the board of health and sold but comes in to private parties.

Senator BALDWIN:

10. That the board of health be made to pay the expenses of digging the graves of deceased lepers.

Senator BALDWIN. I would like to ask what is the rule?

Mr. LOWREY. The rule is the board of health digs the graves, unless they have friends to do it for them.

Superintendent REYNOLDS. Most of the natives belong to one or the other of the two societies, and they conduct the funerals, sometimes on a very elaborate scale.

Senator BALDWIN. How would it be—would it cost much if the board of health dug all the graves?

Superintendent REYNOLDS. Oh, no.

Senator BALDWIN. How many died during the year?

Mr. LOWREY. It costs \$2 a grave, I believe.

Executive Officer PRATT. Two hundred and eighteen have died within the last two years.

Senator BALDWIN. Would the board of health advise that? How is it—what is the proportion of those who die, and whose graves the board of health dig, to the whole number of graves dug?

Superintendent REYNOLDS. I think they have to dig very few. The societies do that.

Senator BALDWIN:

11. That an appropriation be made for the erection of a home for the sons of lepers.

Senator BALDWIN. We have already covered that in a previous discussion.

12. That the taro planters of Waikolu be made to cook and make into pai'ai and deliver at the food dispensary at Kalaupapa.

Senator BALDWIN. We have already practically covered that point.

13. That a judge and sheriff be stationed permanently at Kalaupapa.

Senator BALDWIN. That has been practically covered also.

14. That a law be enacted providing for the examination of the clean lepers biennially.

Senator BALDWIN. How often are there examinations of those who claim to be free from disease?

Dr. COOPER. Whenever the board of health goes up for the examination of the settlement there is an opportunity for an examination.

Senator BALDWIN. How often is that?

Dr. EMERSON. It has generally been a great desire to become a leper.

Superintendent REYNOLDS. There are those who claim, from time to time, that they are not lepers, but when the opportunity comes for examination they do not come forward.

Senator BALDWIN. It does not seem as though they want to leave there?

Superintendent REYNOLDS. A great majority of them don't.

Representative BECKLEY. Has there been any effort on the part of the authorities there—that is, any report to the board of health—that any persons were suspected of not being lepers, accompanied by a request that they be examined?

Mr. LOWREY. Does the doctor report cases?

Superintendent REYNOLDS. Sometimes. Sometimes they have been sent down here for a further examination and didn't want to come down.

Representative BECKLEY. Has there been any effort to compel them to come down for examination—persons that were nonlepers and that the doctor reported for examination? Where a person has refused to come for examination, has the superintendent or the assistant superintendent made any effort to compel them to come?

Superintendent REYNOLDS. Usually when the time comes they can not be found. When the steamer is here to carry them they seem to suddenly disappear.

Representative BECKLEY. Was any force used, or are they left to their own volition?

Superintendent REYNOLDS. They are generally left to their own

volition, and, as I say, they generally can't be found when the board of health calls for an examination.

Representative BECKLEY. How often does the board of health go up

Superintendent REYNOLDS. They are supposed to go once every six months. Of late it has been very difficult landing them.

Representative BECKLEY. I remember there was some who wanted to leave—a man by the name of Kanani, I believe. He stated that the board of health kept him there. Kaaoao spoke of several, naming in his testimony J. K. Waimau (k), J. H. Imihia (k), Kapahu (k), McMillan (w), Kanani (k), also Annie Gaiser (w). He said that they were not lepers. I do not know, but he says that they wanted to go away.

Dr. COOPER. Has there been any examination by the physician of the settlement of these persons? If they are not lepers, they should report him, so that he could report here.

Senator BALDWIN. I remember Kanani spoke to us. He used to be on a water tender on the wharf and was discharged.

Representative BECKLEY. Kanani said he was not a leper.

Secretary WILCOX. His name is Kanani Makini, I believe.

Senator KANUHA. With regard to these persons whose names are given here and whom it has been stated are not lepers, does the board of health or Mr. Reynolds think it the proper thing for them to remain there, and should they not be examined?

Mr. WINSTON. Has a doctor ever made an examination upon them?

Senator KANUHA. The superintendent has already stated that there are some who are not lepers there and who do not want to go out.

Mr. LOWREY. The board of health certainly does not want to keep any one there and support them unless it is necessary.

Senator KANUHA. Then why are they allowed to remain there?

Dr. EMERSON. There are none except kokuas, only those who are helping the lepers. Some of those were thought not to be lepers and afterwards turned out to be lepers. In some instances a man might be found apparently not a leper, and then again the disease will come out again. Out of regard for the safety of the public, and only for that, is it done. Those who have been kept there, who were apparently lepers, have afterwards shown that the judgment of the physicians was correct. A person is examined sometimes and does not show any signs at all, and after a long time it shows itself again.

Senator KANUHA. Have those persons in whom the board of health found no signs of leprosy been kept apart from the others?

Dr. EMERSON. It is a hard matter to decide whether a man has leprosy or not.

Dr. COOPER. I should consider that a person who had not had the disease for over fifteen years—I should consider such a person a non-leper.

Senator KANUHA. Where the disease disappears from a person, before, the doctors would decide that he is clean?

Dr. EMERSON. That is an important question. It is not at all possible to know by any fixed or fast rule in advance. Each case must be taken by itself. Perhaps there will be two years that a person will have the leprosy, and then there will be a period of three months when he is apparently a nonleper. Then again there will be two or three years in which the leprosy is apparent. If it were possible to keep a record of a man's history, you might, perhaps, be able to know when

he was free from leprosy. It varies with each case. The course of the disease in one man is by no means necessarily followed in any other man. If you studied medicine, you would understand that it is impossible to fix any definite time in advance.

Senator KANUHA. Do these persons remain with the lepers? It was so reported at Kalaupapa.

Dr. EMERSON. Of course; it would not be advisable for the board of health to do otherwise. It would be impossible.

Senator KANUHA. Would they remain there possibly not be a source of their becoming reinfected and again getting the disease?

Dr. EMERSON. I suppose that is so. We don't know to what extent a person having had leprosy prevents his having it again. There is a great deal of ignorance in regard to this. We know that smallpox and some other diseases are a guard against a person having the same disease again, but we do not know exactly with regard to leprosy, and therefore can not say.

Senator KANUHA. If any physicians are in doubt on this point, why has not the board of health kept them separate?

Dr. EMERSON. We simply could not persuade them to go into it. They would not do it.

Senator KANUHA. Could they not be kept separate?

Dr. EMERSON. The board of health would be very glad if any would try that. They can go to Dr. Oliver, and if anyone is of the opinion that they have not got the disease, and the doctor thinks there are good reasons, he would report it, and they would be examined there by a board and brought down here.

Senator KAORI. Does Dr. Oliver try to treat leprosy over there?

Dr. EMERSON. He does all he can. The fact is, no systematic treatment of leprosy has ever been popular. The fact is that it has not been possible to persuade anyone to take a systematic cure for leprosy.

Senator KAORI. Does Dr. Oliver give any medicine?

Dr. EMERSON. Sometimes.

Mr. LOWREY. We want to get through, and let us go on.

Senator BALDWIN.

15. That an expert on leprosy be procured for this dread disease.

Senator BALDWIN. That is practically covered already.

16. That the weight of the pai'ai be increased from 21 pounds to 25 pounds.

Senator BALDWIN. What is the condition of the cnds instead of 21 pounds. Notley was the only one who did not seem to agree with the statement, and he is raising taro in Waikolu. They want better flour and better salmon. There are some other items also that we spoke of. They wanted some sheep. I think it would be quite a good thing to get some sheep. Then about beef; they are kept in a pen for a month at a time.

Mr. LOWREY. Did you see them eat; did you see it butchered?

Representative GILFILLAN. We saw the cattle up to their belly in mud.

Senator BALDWIN. I thought that was cruelty to animals.

Superintendent REYNOLDS. We get our cattle bimonthly—I mean, some are monthly. We give them all we can get them to eat.

Senator BALDWIN. What is the condition of the cattle when they get there?

Superintendent REYNOLDS. Poor, miserably poor.

Representative GILFILLAN. I think there is only one way, and that is to land at Kawaihae and kill the cattle over there and take them down.

Superintendent REYNOLDS. That can not be done; we have tried that before. In regard to the poi, some think that 21 pounds is ample and some think that that is not enough. I do not eat poi myself, that I do not know. There is one thing—that is, that most of the natives have all the way from two to ten poodles, and they have to be fed.

Senator BALDWIN. I think a lot of good sheep would be a good thing to have.

Dr. EMERSON. In regard to the matter of sheep, when Mr. Gibson was president of the board of health he sent a lot of sheep up there but they were disgusted with it at that time. The Hawaiians, as a rule, do not like mutton.

Attorney-General DOLE. I would like to inquire if the contract for canned beef and mutton has gone into effect.

Executive Officer PRATT. A large consignment of the goods has already been sent up.

Superintendent REYNOLDS. A large consignment is there now. We have an order consigned from the Libby concern in Chicago, which came through direct. I think it is very nice goods as a rule, though there has been some complaint of the goods having a strong smell. However, I don't believe it. I have used some of the goods on my own table and found them nice.

Representative BECKLEY. In regard to a matter which came up yesterday in the examination of suspects at the Kalihi receiving station, there was a case there where a woman was ten years a leper and now a suspect. Are there any of the original members now present who were on that original board of health that declared her a leper?

Dr. EMERSON. I think I was then a member.

Representative BECKLEY. Was it the custom, or has it been the rule to have these examinations conducted by the same physicians who made the original examination? Dr. Emerson says that he was a member of the original board.

Dr. EMERSON. There has been no rule in relation to that.

Representative BECKLEY. We are given to understand that this person was ten years in the settlement, and then the board discovered her a suspect. Yesterday she was examined and declared a suspect. Has there been any other cases of suspect similar to this? According to the statement of the physicians two declared her a leper, while one declared her a suspect; she has not been treated fairly. Has there been any others kept in that way? Have there been any others found a suspect after they have been declared lepers?

Secretary WILCOX. There were some treated by Dr. Goto who have been brought down here.

Mr. LOWREY. Can you answer, Mr. Reynolds?

Superintendent REYNOLDS. No.

Mr. LOWREY. We will have to go into the records for that, Mr. Beckley.

(The following items were passed over only in a general way, as appears above.)

17. That the board of health permit helpers (persons who are not diseased) to visit their sick twice a year under their own expenses without hindrances.

18. That the appropriation for the settlement be increased.
19. That the words of the last portion of section 1002 of the penal laws as amended, relating to helpers, be repealed. Thus: "But such punishment shall not extend his expulsion from the premises of the board of health."
20. That the leper settlement be provided with No. 1 flour, rice No. 1, good salmon, and with fat beef.
21. That lepers be allowed to appeal from decisions rendered, and that such appeal be heard by the circuit judge at Kalaupapa.
22. That the settlement be provided with live sheep, delivered at the settlement every six months.
23. That each leper be supplied with one quart of oil once a month.
24. That each leper be allowed one pound of sugar and tea of good quality once a week.
25. That lepers who have no horses be allowed to import one horse each from anywhere outside.

Senator BALDWIN. I would like to say that the lepers seem to want horses. I don't know to what extent, but it seems to me that there should be some regulation. The pasturage around there is not abundant. Some have a good many horses and some have none. Notley stated that he had nine horses, but I presume he is using them in cultivating his taro. I think there should be some general regulation as to the number of horses. Is there any regulation now?

Superintendent REYNOLDS. There is a regulation against bringing fresh horses into the place.

Senator BALDWIN. I think there should be a regulation in regard to this. Notley is raising taro, but perhaps there are others who do not. Some would like to have a number of horses, and perhaps that could be regulated by the plan as outlined by Dr. Russel for a local government.

26. That helpers be permitted to accompany and reside with lepers when they are segregated.

(Signed) R. M. Kaaoao, Thos. K. Nathaniel, Andrew Auld, W. K. Makakoa, W. K. Palanalelo, Kimo Kuale, J. H. Hulihia, Chas. M. N. Brewster, Geo. J. Lukan, William Kapela, jr., J. M. Kailimai, Jas. Prosser, John Kaahiki, Wm. Kaahiki, Wm. Keaouli, J. Harvest.

The formal conference ended here.

Senator BALDWIN. Dr. Russel had some points he wanted to present to you, and Mr. Kanuha has one or two bills he would like to leave with you to look over. One is a senate bill and the other has been already passed by the house of representatives. Can you appoint some time in the afternoon?

Mr. SMITH. I have been looking back as far as 1866, and I find in a report to the legislature, made by the committee at that time, many of the questions submitted by you here. These people are all sick men. The majority of their complaints are frivolous. They have been kicking about them for the past twenty-one years. We can not ask to go into all of them.

Senator BALDWIN. We do not ask you to do that; only those which you may wish to answer. These two bills you can report upon to Mr. Kanuha and myself. The one from the house of representatives is in regard to vaccination. We would like to have your report upon them as soon as possible.

Mr. LOWREY. This will be taken up at our first meeting. Any report we may make will be made to the senate committee.

Senator BALDWIN. Please make your report as soon as you can.

I hereby certify that the within foregoing thirty-three typewritten pages, numbered from 1 to 33, respectively, contains a faithful and correct transcript of the proceedings of the within-mentioned conference.

J. D. AVERY,
Stenographer, the House of Representatives

At a public meeting held in the Beretania Hall, at Kalaupapa, Molokai, February 20, A. D. 1901, it was resolved that the accompanying petition be placed in the hands of a committee of fifteen members, praying:

1. That the local management of the settlement be given by a board to be enacted therefor to the persons segregated here.

2. That a liberal appropriation be made to increase the water supply of the settlement.

3. That a steam vessel be purchased for the board of health to be used for the transportation of freight from the other islands to the settlement.

R. M. KAAOAO,
Chairman of the Committee

To the legislature of the Territory of Hawaii, greeting:

We, leprous persons residing at Kalaupapa and Kalawao, island of Molokai, Third representative election district, precinct one, through our committee, respectfully pray as follows:

1. That the board of health be prohibited from claiming any share in the taro produced by the farmers at Waikolu;

2. That the board of health be made to pay for the carriage of freight for the lepers sent from all the islands of the group;

3. That the board of health paint and whitewash all the buildings occupied by the lepers;

4. That the children born of leprous women be given full food and fish allowance, as well as wearing supplies not to exceed the value of ten (\$10.00) dollars a year;

5. That the cloth allowance of the value of ten dollars be made in coin;

6. That the minister of the interior, with the approval of the board of health, permit the erection of stores other than that of the board of health;

7. That the letters of the lepers be mailed free of postage;

8. That each leper be given once a month one-quarter ($\frac{1}{4}$) of a cord of wood for fuel;

9. That the importation of awa into the settlement be permitted but not to exceed two stumps at each sending;

10. That the board of health be made to pay the expenses of digging the graves of deceased lepers;

11. That an appropriation be made for the erection of a home for the sons of lepers;

12. That the taro planters of Waikolu be made to cook and mill into "paiai" and deliver at the food dispensary at Kalaupapa;

13. That a judge and sheriff be stationed permanently at Kalaupapa;

14. That a law be enacted providing for the examination of clean lepers biennially;

15. That an expert on leprosy be procured for the cure of this dread disease;
16. That the weight of the paiai be increased from 21 lbs. to 25 lbs.
17. That the board of health permit helpers (persons who are not diseased) to visit their sick twice a year under their own expenses, without hindrances;
18. That the appropriation for the settlement be increased;
19. That the words of the last portion of section 1002 of the penal laws as compiled, relating to helpers, be repealed. Thus: "But such punishment shall not exceed his expulsion from the premises of the board of health;"
20. That the leper settlement be provided with No. 1 flour, rice No. 1, good salmon, and with fat beef;
21. That lepers be allowed to appeal from decisions rendered, and that such appeal be heard by the circuit judge at Kalaupapa;
22. That the settlement be provided with live sheep delivered at the settlement once every six months;
23. That each leper be supplied with one (1) quart of oil once a month;
24. That each leper be allowed one pound of sugar and tea of good quality once a week;
25. That lepers who have no horses be allowed to import one horse each from anywhere outside;
26. That helpers be permitted to accompany and reside with lepers when they are segregated.

R. M. KAAOAO.
 THOS. K. NATHANIEL.
 ANDREW AULD.
 W. K. MAKAKOA.
 G. W. K. PALAUALELO.
 KIMO KUALE.
 J. H. HULIHIA.
 CHAS. M. N. BREWSTER.
 GEO. J. KANIKAU.
 WILLIAM KAPELA, Jr.
 J. M. KAILIMAI.
 JAS. PROSSER.
 JOHN KAAHIKI.
 WM. KEAOULI.
 J. HARRET.

EXHIBIT No. —.—Memorial of O. T. Shipman.

To the Members of the Committee on Pacific Islands, etc.

GENTLEMEN: The undersigned respectfully shows that he is a citizen of the Territory of Hawaii, 45 years of age, born in the islands, whose parents were American missionaries, and whose whole life thus far, with the exception of some eight years while attending school in the United States, has been spent in the islands, and who intends to continue residing here.

In view of the foregoing I consider myself as one not only particularly interested in the future welfare of the Territory, but also as somewhat familiar with the conditions heretofore and now existing

here, and therefore in a position to call your attention to some of needs.

At the outset I should say that our greatest need is to have assistance of Congress in making this an American Territory in as well as in name (which is all that it is now), and as soon as possible and that we can reasonably expect Congress to do something for us. We are led to believe from President Roosevelt's message referred to Hawaii, in which he says:

In Hawaii our aim must be to develop the Territory on the traditional American lines. We do not wish a region of large estates tilled by cheap labor; we wish a healthy community of men who themselves till the farms they own. All our legislation for the islands should be shaped with this end in view; the well-being of the average home maker must afford the true test of the healthy development of the islands. The land policy should be as nearly as possible modeled on our home system.

In support of the statement that this is but an American Territory in name only, I would beg to refer you to the proceedings had in the last legislature and more particularly with reference to an act introduced "providing for and creating certain counties in the Territory of Hawaii, and providing a form of government for such counties."

This act was introduced by the "Home Rule" party; it was the wish of the majority of the voters that we should have county government; it was one of the principal planks in the platforms of all the parties, and as far as I can discover, it was a very good bill, at least it was a start in the right direction and along American lines. It was very strongly opposed and fought tooth and nail by the Republican so-called Republican members, evidently at the request of the planters who opposed it, the very persons who pretend to represent the wealth, respectability, and intelligence, as well as all progressive American ideas of government in the Territory. I give herewith the vote on the final passage of the county bill in the senate April 26, 1901:

Voting yes: J. Brown, H. R.; Crabbe, Rep.; Kapilina, H. R.; Kamae, H. R.; Kauokalani, H. R.; Kanuha, H. R.; Kaohi, H. R.; Nakapaahu, H. R.; Russell, H. R.; White, H. R. Total, 9; 8 H. R., 1 Rep.

Voting no: Baldwin, Rep.; C. Brown, Rep.; Carter, Rep.; Kaimakihou, H. R.; Paris, Rep.. Total, 5; 4 Rep., 1 H. R.

Achi, Rep., not voting, answering "Doubtful" on call of his name.

This act was virtually vetoed, as will appear from the testimony given by Governor Dole before the Committee on Territories, United States Congress, April 18, 1902:

Mr. ROBINSON. The organic act, section 56, authorizes the legislature to create counties and towns and cities and municipalities within the Territory of Hawaii, and provides for the government thereof. I have read it all; which means local self-government. Has any effort been made to secure self-government warranted by that section?

Governor DOLE. Yes, sir.

Mr. ROBINSON. Has the legislature adopted that system, or any system under it?

Governor DOLE. No; I can not say they have. They made an attempt to do it.

Mr. ROBINSON. Are you favorable to granting municipal government to counties, cities, and towns in Hawaii?

Governor DOLE. I am favorable to it when it can be done on a system which will promise success. I recommended in my message to the legislature that they study the question, and recommended certain principles which seemed to me to be desirable in the matter. The legislature, I think, got down to work rather late, and they passed a bill, and it reached me about two hours before the legislature adjourned. It was a very large bill; it was fully an inch thick, with matter printed on one side and so it was impossible for me to look it over before the session adjourned. I have a résumé of it, and there were features of it which made it impracticable. If it had come to me earlier I should have vetoed it, I think.

Thus after having in his possession this bill for a twelvemonth, the governor thinks he would veto it. How long a time does he require which to make up his mind upon a measure so evidently demanded by a majority of the citizens of this Territory? In Governor Dole's message to the legislature of the Territory of Hawaii, session of 1901, on pages 14 and 15, with reference to counties, appears the following:

"Congress has conferred on the legislature authority to create counties and towns and city municipalities within the Territory and to provide for the government thereof. This is an enterprise requiring for its success a high degree of patriotism and civic intelligence. Careful study of local conditions and the experiences of other communities in the creation and administration of municipal corporations are necessary to safeguard the country against costly mistakes. Many problems will arise in the consideration of such legislation that are difficult of solution, calling for sincere deliberation. There are important questions to be weighed by you in the consideration of this subject. Should such local governments be established in communities that do not ask for them? Should the whole area of the Territory be occupied by such governments, or should experiments be made in one or two localities before going farther? What will be the approximate burden of the aggregate taxation of the city or county and the Territory on the taxpayer? How will the small proprietor be affected by such combined taxation, and by the probable greater stringency of municipal regulations? These questions are better answered before than after the character of such corporations is finally settled.

Probably the most satisfactory method of conferring such privileges is by means of general statute, stating the conditions precedent to the establishment of such governments, and the principles and limitations to be recognized in their organization, under which any community within the conditions may proceed to acquire corporate existence whenever it shall so desire. Should the legislature find itself unable, at this session, to agree upon satisfactory legislation in this matter, it would doubtless facilitate the progress of the work in the future if it should make provision for the appointment and adequate pay of a commission of several persons to prepare a general scheme for both county and city government, and report to the next regular session of the legislature.

From the foregoing one would be led to believe that the governor's reasons for vetoing this bill are:

First, a lack of "patriotism and civic intelligence" throughout the Territory.

Second. That we are not ready for county government yet.

Reading, however, between the lines and from a knowledge of actual facts, one can not escape the conclusion that the true reasons for his attitude are:

First. That it would be stripping the powers that be in Honolulu (in whom all power and authority is centralized), in a great measure, of the immense influence and control that they now exercise over affairs in general; and,

Second. That it is sought to perpetuate, for as long a time as possible, the principles of an odious oligarchy as contradistinguished from those of a government established along traditional American lines.

In order to make this in reality a prosperous American Territory, and to effectually combat existing influences and conditions, we need more people here; people of intelligence and independence; people thoroughly imbued with American principles of government, and who would not be afraid to do a little hard work to establish homes for themselves and families—e. g., practical farmers and laborers of the more intelligent class.

The only way, however, that I can see in which people of that class can be induced to come here would be by opening up the public lands to settlement in the same manner as obtains on the mainland, and at practically the same valuations.

The bill introduced in the Senate by Senator Mason (Senate bill No. 344) I have looked over carefully, and I think in the main that it is

just what we need; only recommending that the bill be amended regard to prohibiting anyone owning land from taking up government land by some limitations—say, that such applicant shall not own in own or in his wife's name more than 160 acres.

All juggling with the public lands should cease at once. The commissioner of public lands, by and with the consent of the executive council, an illegal body, should not be allowed to make laws relating to the sale and disposition of the public lands to suit themselves; no lease of public lands should be allowed whatsoever. Senate Bill No. 1344, above referred to, prevents all this, as it should. As matters now stand we don't know what the land law is, and we have no means of checking and contesting any irregularities in the method of disposing of the public lands, and the best way of avoiding all confusion and inducing a speedy settlement of the country would be to extend to us the American homestead law, modified to suit the Territory and in accordance with President Roosevelt's message to Congress.

Another inducement to settlement here would be to discover as soon as possible all of the miscellaneous kinds of crops that can be probably grown, thus avoiding delay and eliminating all element of risk to the farmer or person of limited means; and this work Congress could greatly facilitate by establishing branch experimental stations elsewhere than at Honolulu.

Sugar cane is a crop that thrives wonderfully in most localities throughout the Territory, the time required for its maturity varying from twelve to twenty-four months according to altitude. This, however, is an industry so controlled by the mill companies that I fear there would not be many independent parties who would care to touch it up.

I submit herewith an exhibit showing the result of my efforts as a cane planter, also a blank planting contract. The experiment was tried in this immediate vicinity at an elevation of 1,600 feet, and represents actual results.

You will perceive by reference to the exhibit that, comparatively speaking, it has taken me, with all my hard work, risk, and capital, two and one-half years to do what it takes the sugar company a few minutes—and without any risk to itself—to accomplish, and that it takes the lion's share of the profits. The sugar company should be satisfied with one-third of the gross receipts.

The contention that it is a physical impossibility for the white man to labor in the cane fields of Hawaii, if ever honestly held, has been long since exploded—the falsity of which can be demonstrated at any time and in almost any locality.

Bananas and pineapples also thrive here, but the cost of transportation to market, with the exception of one or two specially favored localities, is so great as to render these industries unprofitable. We have but two steamship companies operating here, owned and controlled by the sugar companies, and from the manner in which they have divided up the business of the Territory between themselves, they virtually constitute but one company.

The small shipper pays a freight rate amounting to two, three, or sometimes four times as much as a sugar company or large shipping agency.

Any legislation by Congress along the lines I have stated, and more

particularly with reference to our land laws, with a view of encouraging the settlement here of a farming class, is what we principally need. Our local difficulties we hope to be able to adjust satisfactorily in time.

O. T. SHIPMAN.

MOUNTAIN VIEW, HAWAII, *September 20, 1902.*

EXHIBIT A.—*Cane-planters' exhibit.*

Thirty acres of cane planted by O. T. Shipman at Mountain View June 1, 1900, harvested and delivered to Oloa Sugar Company, August 15, 1902. Actual yield 1,107 tons cane, payment for same to be made by the company about November 15, 1902.

1,107 tons of cane, at \$3.80 per ton.....	\$4, 206. 60
Actual expenses incurred for seed, planting, cultivating, stripping, and caring for cane until maturity, not including original cost of clearing (\$3,030.50) the land, and no fertilizer used.....	2, 395. 00
Net profit two years and six months	<u>1, 811. 60</u>

CONTRA.

1,107 tons cane = 138 tons sugar; 138 tons sugar at \$65 per ton	\$8, 970. 00
Cost to mill company of transporting cane to mill, grinding and manufacturing into sugar, bagging, and all expenses of shipping to market, \$14 per ton sugar:	
138 tons, at \$14.....	\$1, 932. 00
Paid for cane	4, 206. 60
	<u>6, 138. 60</u>
Net profit to mill company.....	<u>2, 831. 40</u>

EXHIBIT B.

This agreement, made this — day of —, 190—, by and between the Oloa Sugar Company, Limited, a Hawaiian corporation, hereinafter called the "Mill," party of the first part, and —, hereinafter called the "Planter," party of the second part, witnesseth:

1. That the mill, in consideration of the covenants and agreements of the planter hereinafter contained, doth hereby covenant and agree with the planter:

That it will buy from the planter all sound sugar cane (excluding all dry and sour cane) of the kind herein enumerated, grown and brought to maturity as hereinafter specified, during the term of — years from the date hereof, on that certain piece or those pieces of land situate at —, containing an area of — acres, and more particularly described as follows, viz: —.

2. That when ready for harvesting, subject to the harvesting of the cane of others as hereinafter set forth, it will cut, weigh, and transport said cane on and from said land to the flume or railroad leading to the mill, charging the planter for such transportation — cents for each ton of cane; the planter, at his option, doing such transportation himself, at his own expense, under the supervision of the mill, and with a sufficient force to keep the flume or railroad in operation.

3. That it will, after deducting from the purchase price of said cane all moneys then due or payable by the planter to the mill, within three months after such delivery, pay to the planter in United States gold coin the purchase price of said sugar cane at the following rates,

When the price received by the mill for sugar in San Francisco is

2½ cents, and less than 2¾ cents per pound, for each ton of cane.....	\$
2¾ cents, and less than 3 cents per pound, for each ton of cane.....	
3 cents, and less than 3¼ cents per pound, for each ton of cane.....	
3¼ cents, and less than 3½ cents per pound, for each ton of cane.....	
3½ cents, and less than 3¾ cents per pound, for each ton of cane.....	
3¾ cents, and less than 4 cents per pound, for each ton of cane.....	
4 cents, and less than 4¼ cents per pound, for each ton of cane.....	
4¼ cents, and less than 4½ cents per pound, for each ton of cane.....	
4½ cents, and less than 4¾ cents per pound, for each ton of cane.....	
4¾ cents, and less than 5 cents per pound, for each ton of cane.....	
5 cents, and less than 5¼ cents per pound, for each ton of cane.....	
5¼ cents, and less than 5½ cents per pound, for each ton of cane.....	
5½ cents, and less than 5¾ cents per pound, for each ton of cane.....	

and in like ratio for any increase in price over that last above named.

4. That the price of sugar upon which said price of cane shall be based shall be the price shown by the account sales of the sugar belonging to the mill sold in San Francisco last previous in date to the respective deliveries of said cane. If there have been no previous sales in San Francisco of that crop, then the first account sales received thereafter shall be the basis of said price.

5. That the mill will furnish to the planter, at market rates, such fertilizer as may be required for use on said crops of cane.

6. That when the mill has seed cane to spare it will allow the planter to have the same with which to plant said land, charging therefor market rates.

If the mill has the teams to spare it will, at the request of the planter, transport the said seed to said land, or plow and harrow his said land, charging market rates therefor.

7. All material or labor furnished by the mill to the planter shall be paid for by the planter within thirty days after such furnishing, without interest. If not so paid such sum shall bear interest from the respective dates of furnishing, and shall be deducted, principal and interest, from the amount coming to the planter from his crop next thereafter harvested, interest to be at the rate of 8 per cent per annum.

8. That it will harvest said successive crop at the time and time nearest maturity at which it is able to do so, having due and equitable regard for the crops of the mill and other planters whose crops shall be mature at the same time.

9. In consideration of the foregoing covenants and agreements entered into by the part of the mill, the planter doth hereby covenant and agree with the mill (and if the planter consists of more than one person the covenants are both joint and several):

That the planter will, immediately upon the execution of this agreement, proceed to diligently and properly clear and plant not less than _____ acres of said land with Lahaina, Yellow Bamboo, Rose Bamboo or Yellow Caledonia sugar cane, or such other kind as the mill may by writing consent to, and diligently and continuously, and in a good and husband-like manner, cultivate the same until it arrives at maturity, stripping it as many times as may be necessary, but not less than three times, at appropriate intervals, so that the same shall be fit for harvesting by January 1, 190—.

10. That during each succeeding year for and during the term

this agreement the planter will, so far as the area of said land and the proper length of time for ratooning will allow, plant or ratoon, or both plant and ratoon, and cultivate and care for in manner as aforesaid not less than a like area of said land, so that there shall, during each year of said term following 190—, be matured and fit for harvesting, with the exceptions aforesaid, and delivered to the company as aforesaid, not less than ——— acres of cane on said land.

11. That so far as reasonably practicable the planter will cause the cane to be harvested each year to be in one compact area, to be located under the supervision of the mill.

12. That the planter will sell and deliver all cane raised on all of said land during the term of this agreement to the mill, at the time and times, place and places, in the manner, upon the conditions, and for the price and prices above set forth, and will not sell or otherwise dispose of any cane grown on said land during said term to any person or corporation other than the mill.

13. That the planter will allow and hereby grants to the mill for the term of this agreement a free right to enter said land, to examine, cut, and remove said crops, and a free right of way into and across said land and any other land owned, leased or controlled by the planter, and any part thereof, not interfering with the buildings of the planter, for ditches or railroads with which to remove the said crops, or other crops owned or controlled by the mill.

14. That if at any time during said term the planter shall fail to properly plant said land, or properly and in a good and husband-like manner cultivate or care for said cane as aforesaid, or shall otherwise violate or fail to observe and perform the terms of this agreement, the mill may at its option cancel this agreement, or it may at its option enter upon said land and plant, cultivate, and care for the successive crops of cane herein provided for, charging to the planter the full cost thereof, both for labor, superintendence, and material, together with interest thereon at the rate of 8 per cent per annum.

15. That all sums due or payable by the planter to the mill for advances of cash, material, or labor shall be a first charge and lien in favor of the mill on all of said crops and the money coming to the planter from the mill.

16. It is hereby mutually covenanted and agreed by and between the parties hereto that each and every of the covenants and agreements herein contained shall run with the land and be binding upon the successors and assigns of the mill, and upon the heirs, executors, administrators, and assigns of the planter.

17. And also that if, at the end of said term of this agreement, there shall be an unmatured crop on said land, then this agreement shall continue in force for such further length of time as may be necessary to mature and harvest said crop.

In witness whereof the said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

[Takes 8 tons cane to make 1 ton sugar.]

EXHIBIT C.— *With map attached.* (See end of volume.)

Herewith is attached a map of the district of Kau, in which I was born, have lived many years, and am still residing.

The colored portions represent public lands.

The rest of the district, with the exception of the land of Kahuku, owned in fee by Col. S. Norris, and the land of Keauhou, owned by the estate of B. P. Bishop and leased to myself, is almost exclusively owned and controlled by the two sugar companies of the district, the "Hutchinson Sugar Plantation Company" and the "Hawaiian Agricultural Company."

The report of J. F. Brown, commissioner of public lands, presented to the house of representatives March 30, 1901, shows the land transactions for the district of Kau up to January 1, 1900, as follows:

Land.	Lessee.	Area
		<i>Acres.</i>
Kapapala, expires July 1, 1907.....	Hawaiian Agricultural Co	172,780.0
Walohinu, expires Apr. 1, 1914.....	Hutchinson Sugar Plantation Co	15,210.0
Moaula, expires June 15, 1906.....	Hawaiian Agricultural Co	
Kaalaiki, expires Sept. 8, 1906	Hutchinson Sugar Plantation Co	7,000.0
Kawela and five others, expires Oct. 22, 1905.....	do	2,840.0
Hionaa, expires Jan. 10, 1906.....	do	1,332.0
Ninole and Wailau, expires June 17, 1906	do	6,500.0
Mahokea (2), expires June 4, 1907	Hawaiian Agricultural Co	2,761.0
Kamooa and Puneo, expires Apr. 25, 1907.....	Walohinu A. & G. Co., owned and controlled by Hutchinson Sugar Plantation Co.	12,500.0
Kaalaala and three others, expires Jan. 1, 1903.....	Hawaiian Agricultural Co	2,964.0
Lands between Moaula and Keaiwa, expires May 7, 1904.	do	4,200.0
		228,126.0

A large portion of these lands are suitable for agricultural purpose and could be cut up into small farms, while the balance can be used for grazing purposes.

There are not six American or white people, outside of those directly connected and in the employ of the two sugar companies, including myself, living in the district, and but a very few Hawaiians.

If this is so, why so?

The average rainfall is about 35 inches annually.

There is no difficulty in raising crops the year through, except on the lowlands near the seacoast in an unusually dry year, and this represents but a very small portion of the area.

Are the Territorial authorities to be allowed to lease all of this area again to the two sugar companies for twenty-one years, more or less, thus continuing the district in its present state of benightedness?

EXHIBIT D.—*Substitute for house bill No. 48.*

Introduced April 4, 1901, by the special committee on county and municipal government. First reading in senate April 4, 1901. Legislature adjourned May 1, regular session.

AN ACT Providing for and creating certain counties in the Territory of Hawaii, and providing a form of government for such counties.

Be it enacted by the legislature of the Territory of Hawaii:

CHAPTER I.

SECTION 1. That the Territory of Hawaii be, and the same is hereby divided into six counties, the names and boundaries of which shall be as hereinafter set forth.

SEC. 2. That the islands of Kauai and Niihau and all other islands within a limit of three nautical miles from their shores shall comprise, constitute, and be known as the county of Kauai; and the county seat thereof shall be located in the town of Waimea.

SEC. 3. That all that portion of the island of Oahu lying in the district of Kona, and all small islands within the limit of three nautical miles from the shores of said district, together with all the other small lands belonging to the Territory of Hawaii which are not included in any other county by the provisions of this act, shall comprise, constitute, and be known as the county of Honolulu; and the county seat thereof shall be located in the city of Honolulu.

SEC. 4. That all the remainder of the island of Oahu and all small lands within the limit of three nautical miles from the shore thereof shall comprise, constitute, and be known as the county of Liliuokalani; and the county seat thereof shall be located in the town of Hauula.

SEC. 5. That the islands of Maui, Molokai, Lanai, and Kahoolawe and all the islands within the limit of three nautical miles from their shores shall comprise, constitute, and be known as the county of Piilani; and the county seat thereof shall be located in the town of Lahaina, on the island of Maui.

SEC. 6. That all that portion of the island of Hawaii lying in the districts known as Hilo, Puna, and Kau and all islands within the limit of three nautical miles from their shores shall comprise, constitute, and be known as the county of Kalauokalani; and the county seat thereof shall be located in the city of Hilo.

SEC. 7. That all that portion of the island of Hawaii lying in the districts known as Hamauka, North Kohala, South Kohala, North Kona, and South Kona and all islands within the limit of three nautical miles from their shores shall comprise, constitute, and be known as the county of Kamehameha; and the county seat thereof shall be located in the town of Waimea.

CHAPTER II.—*General provisions.*

SEC. 1. That each organized county within this Territory shall be a body corporate politic and as such shall be empowered:

First. To sue and be sued.

Second. To acquire and hold real and personal estate for the use of the county, and lands sold for taxes as provided by law.

Third. To sell or convey any real or personal estate owned by the county, and make such order respecting same as may be deemed conducive to the interests of the inhabitants or this act provide.

Fourth. To make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of corporate or administrative power.

Fifth. To levy and collect such taxes for purposes under its exclusive jurisdiction as are authorized by law, or as the voters of the county, within the provisions of this act, may elect.

Seventh. To have a common seal.

Eighth. To have perpetual succession.

Sixth. To exercise such other and further powers as may be especially provided for by law.

SEC. 2. Any real or personal estate which may be conveyed to any county shall be deemed the property of such county.

SEC. 3. The powers of a county as a body politic and corporate shall be exercised by a board of three county commissioners.

SEC. 4. In all suits or proceedings by or against a county, the name in which a county shall sue or be sued shall be, "Board of commissioners of the county of ———," but this provision shall not prevent county officers, where authorized by law so to do, from suing in their official capacity for the benefit of the county.

SEC. 5. In all legal proceedings against the county process shall be served on the county clerk or his deputy as the clerk of the board of county commissioners, or upon any individual member of said board, and whenever suit or proceedings shall be commenced it shall be the duty of the person so served to forthwith notify the county attorney and lay before the board of county commissioners, at their next meeting, all the information he may have in regard to such suit or proceedings.

SEC. 6. On the trial of any suit in which a county may be interested the inhabitants of such county shall be competent witnesses and jurors if otherwise competent and qualified by law.

SEC. 7. When a judgment shall be rendered against the board of county commissioners of any county, or against any county officer in any action prosecuted by or against him in his official capacity, where the same should be paid by the county, no execution shall issue upon the said judgment, but the same shall be levied and collected by a tax as other county charges, and when so

SEC. 8. There shall be and are hereby created the following offices: County surveyor, county treasurer, sheriff, county attorney, county clerk, register of deeds, coroner, county assessor, county road supervisor, and three county commissioners, and such offices shall be filled by election, as provided by law. The officers so elected shall hold their respective offices for two (2) years or until their successors are elected and qualified.

SEC. 9. Every person elected to any county office shall, before entering upon the discharge of the duties of his office, subscribe to an oath or affirmation that he will support the constitution of the United States and the organic act and laws of the Territory of Hawaii, and faithfully discharge the duties of his office according to law.

CHAPTER III.—*County treasurer.*

SEC. 1. The county treasurer shall receive all moneys belonging to the county from whatever source they may be derived, and all moneys which are directed by law to be paid to him, and all moneys received by him for the use of the county shall be paid out by him only on the warrants of the board of county commissioners, drawn according to law, and all other moneys shall be paid over by him as provided by law.

SEC. 2. He shall be the collector of taxes, and shall keep his office at the county seat. He shall be charged with the amount of all tax lists in his hands for collection, and credited with the amount collected thereon, and the delinquent list, and shall keep a true and accurate current account of the moneys by him received, showing the amount thereof, the time when, from whom, and on what account received, cash, warrants, county or road orders; and if in warrants or orders their kind, number, or other designation, amounts for which they were

drawn, interest due thereon, and the amount of the receipts thereon indorsed, if any; also, of all disbursements by him made, showing the time when, to whom, on what account, and the amounts paid; and he shall so arrange his books that the amounts received and paid on account of each separate and distinct fund or appropriation shall be exhibited in separate and distinct columns or accounts, and so as to show whether the same was received or paid in cash or warrants or orders, and if either of the latter, their designation and other particulars, as above required; and the county treasurer shall at all times exhibit such accounts, when desired, to the Territorial, county, or school officers entitled to examine the same, and shall at any time pay over the balance in his hands to them, upon receiving proper vouchers therefor.

SEC. 3. The books, accounts, and vouchers of the county treasurer, and all moneys, warrants, or orders remaining in the treasury, shall at all times be subject to the inspection and examination of the board of county commissioners, or any member thereof, and at the regular meetings of the board in January and July of each year, and at such other times as they may direct, he shall settle with them his accounts as treasurer, and for that purpose he shall exhibit to them all his books, accounts, and money, and all the vouchers relating to the same, to be audited and allowed, which vouchers shall be retained by them for evidence of his settlement; and if found correct the accounts shall be so certified; if not he shall be liable on his bond.

SEC. 4. When directed by the board of county commissioners he shall cause to be insured, at the charge of the county, any or all of the public buildings and property belonging to the same, in the name of the county, and in case of the destruction or damage of the buildings or property so insured such treasurer shall demand, sue for, if necessary, and receive the moneys due on account of such insurance, and pay the same into the county treasury, and such moneys shall be applied to the fund for rebuilding or restoring such buildings or property under the direction of the county commissioners.

SEC. 5. It is hereby made the duty of each county treasurer of the county where the property is situated to attach his certificate to each and all abstracts of title to real estate that may be presented to him for that purpose, which certificate shall show the amount of due and unpaid taxes against, or tax title affecting the land described in such abstract, as the same shall appear from the records in his office, and for which he shall collect the sum of twenty-five cents for each abstract so certified, and for each failure or refusal to comply with the provisions of this act he shall be liable to a fine not to exceed the sum of fifty dollars.

SEC. 6. The county treasurer shall, before entering upon the duties of his office, take the usual oath of office, and shall enter into a bond with six (6) or more good and sufficient sureties, to be approved by the board of county commissioners, in the sum of two thousand (\$2,000.00) dollars for each one thousand (1,000) inhabitants of the county.

The conditions of such bond shall be as follows, in substance:

Whereas the above bounden _____ was elected to the office of county treasurer of the county of _____, on the _____ day of _____. Now, therefore, the condition of this obligation is such that if the said _____ or his deputy or deputies and all persons employed in his office shall faithfully and promptly perform the duties of his office,

THE

1. The first step is to identify the problem or question that needs to be addressed. This involves understanding the context and the specific requirements of the task.

and if the said _____ and his deputies shall pay according to law all moneys which shall come to his hand as treasurer, and shall render a just and true account thereof whenever required by said board of county commissioners or by any provision of law, and shall deliver over to his successor in office, or to any other person authorized by law to receive the same, all moneys, books, papers, and other things appertaining thereto or belonging to said office, then the above obligation to be void, otherwise to be in full force and effect.

Said bond shall run to the county, and action may be brought thereon in the name of the county for the use and benefit of the person or persons injured by violation thereof. The amount of said bonds may be increased at any time to an amount not greater than treble the amount above specified by the board of county commissioners. Such bond shall be filed with the county clerk.

CHAPTER IV.—*County clerk.*

SEC. 1. The county clerk shall, before he enters upon the duties of his office, execute and file with the treasurer of the county a bond with two or more sufficient sureties, in such sum as may be fixed and approved by the board of county commissioners, with conditions in substance as follows, to wit:

Whereas the above bounden _____ was elected to the office of county clerk of the county of _____: Now, therefore, if the said _____ shall faithfully perform all the duties of his office and shall pay over all moneys that shall come into his hands as such clerk as required by law, and shall deliver to his successor in office all the books, records, papers, and other things belonging to said office, then the above obligation shall be void, otherwise to remain in full force.

SEC. 2. Every such clerk may, by instrument of writing, appoint a deputy, and said deputy shall have the same authority as his principal and shall file such appointment in his office; and such deputy, in case of a vacancy in the office of county clerk, shall fill such vacancy until a county clerk shall be elected. The compensation of such deputy shall be fixed by the board of county commissioners:

Provided, That during the time the county clerk is employed making up the tax rolls he may, with the consent of the board of county commissioners, employ such clerk hire as may be actually necessary to enable him to complete said work in the time required by the law, and the expense of the same shall be audited and allowed by the board of county commissioners.

Provided, That in counties of less than five thousand inhabitants a deputy shall be employed for a period longer than thirty days altogether in any one year.

SEC. 3. The county clerk shall keep his office at the county seat; shall attend the sessions of the board of county commissioners, either in person or by deputy; shall keep the seals, records, and papers of said board of county commissioners, and shall sign the records of the proceedings of the board of county commissioners and attest the same with the seal of the county.

SEC. 4. It shall be the duty of the county clerk—

First. To record in a book to be provided for that purpose all proceedings of the board.

Second. To make regular entries of their resolutions and decisions on all questions.

Third. To record the vote of each commissioner on any question submitted to the board.

Fourth. Attest all warrants under the seal of the county, issued by the board and signed by the chairman thereof, for the payment of moneys.

Fifth. To preserve and file all accounts acted upon by the board, with their action thereon, and he shall perform such special duties as are required of him by law.

SEC. 5. It shall be the duty of such clerk to designate upon every account which shall be audited and allowed by the board the amount so allowed, and he shall deliver to any person who shall demand it a certified copy of any record in his office, and any account on file thereon, on receiving from such person ten cents for every folio contained in such copy.

SEC. 6. Such clerk shall not attest any county warrant unless ordered by the board of commissioners authorizing the same, and signed by the chairman; and every such warrant shall be numbered, and the date, amount, and number of the same, and the name of the person to whom it is issued, the purpose for which and the fund against which the same is drawn, shall be entered in a book kept by him in his office for that purpose.

SEC. 7. No account against the county shall be allowed unless presented within two years after the same accrues:

Provided, That if any person having a claim against the county be (at the time the same accrued) under any legal disability, every such person shall be entitled to present the same within one year after such disability shall be removed.

SEC. 8. It shall be the duty of the county clerk to record in proper books, to be called "Road record," and to transmit from the commissioners' record into said book the record of all proceedings in regard to laying out, establishing, altering, or vacating roads in the county, which said records shall include the reports of the viewers and surveyors locating, altering, or vacating such roads, and maps thereof. and such records or duly certified copies thereof shall be received as prima facie evidence of the statements therein contained in the courts of this Territory.

SEC. 9. The county clerk of each county of this Territory shall keep a book in which he shall keep the receipts and expenditures of his county, and all accounts of his county with the different county, school, city, or town officers.

SEC. 10. The county clerk, in keeping the accounts of his county with the county treasurer, shall charge the county treasurer as follows: With the amount of taxes levied and assessed by the Territory and county, and each city, town, village, road, school district, or any other special tax levied for any purpose in his county in each year, and the same shall be kept in separate accounts; with the amount of any sinking funds in separate accounts, with the amount of money and with the amount of Territorial, county, road, school, road and city warrants, or orders, or other evidences of indebtedness which the county treasurer may be authorized by law to receive from his predecessor in office; with the amount of taxes on each tax roll made out and deliv-

ered to him during his term of office; with the amount of the additional assessments made after the tax roll is made out and delivered to the county treasurer; with the amount of penalty added to the taxes required by law; with the amount of redemption money on land and town lots sold to the county for delinquent taxes when the same are redeemed; with the amount of the Territorial school fund received from the Territorial treasurer; with the amount received from the sale of property belonging to the county; with the amount received from the sale of estrays; with the amount received as fines and forfeitures; and with the amount received from all other sources. And upon presentation of proper vouchers shall credit him as follows: With the amount of all county, city, town, village, school district, and other tax which has been paid over to the proper authority and receipted therefor; with the amount of county warrants received by the county treasurers and returned to the county board and canceled; with the amount paid to the Territorial treasurer and city treasurer or other officers entitled by law to receive the same, with the amount of delinquent taxes and penalty thereon; on lands and town lots bought off for the county, which said taxes have been transferred from the tax roll to the book of tax sales; with the amount of double or erroneous assessments of property, except the assessment on lands and town lots which have been sold or entered on the book of tax sales for delinquent taxes; with the amount of fees collected as provided by law for collecting taxes; with the amount of money and the amount of warrants or orders, or other evidences of indebtedness, which the county treasurer is allowed by law to receive for taxes or which he pays over to his successor in office; with the amount of taxes uncollected on the tax roll delivered over to his successor in office.

SEC. 11. The county clerk in making the above charges, credits, and entries, shall state each different fund and each item of each different fund separately.

SEC. 12. It shall be the duty of the county clerk, acting with the county treasurer, to assess any sources of taxation coming to their knowledge after the assessor has made his returns and has been discharged from further duty concerning the assessment for any year, in cases where it is apparent that the assessor overlooked or omitted an assessment, and such officers shall have all the powers and may exercise all the duties conferred upon the assessor, as provided by law. Such assessment shall be extended upon the assessor's returns and upon the tax list, and shall be as valid and binding as if made by the assessor.

SEC. 13. In all cases when any person shall pay any money into the county treasury, said treasurer shall give a receipt therefor, but said receipt shall be of no validity until it is countersigned by the county clerk, except it be a tax receipt. And this requirement of law shall appear on all receipts issued by the treasurer.

SEC. 14. It shall be the duty of the county clerks of the several counties in this Territory, on or before the third Monday of February in each year, to make out and forward to the auditor of the Territory a financial exhibit of their respective counties for the preceding year ending December 31. The said exhibits shall comprise a clear and concise statement of the financial condition of each county, including the amounts expended for county purposes; the amount of county warrants outstanding; the aggregate indebtedness of the county; the total amount of taxable property; the rate of tax levied; the amount

of floating and bonded indebtedness, if any, of the county; the date of issue and date of maturity of all outstanding bonds, if any; the amount of sinking fund on hand, if any, for redeeming the same, and such other information as may be required by the auditor of the Territory concerning the financial condition of their respective counties.

SEC. 15. The county clerk, at the close of any person's term of office as county treasurer, whether by death, insanity, removal from office, resignation, or otherwise, and at the time or before said treasurer's successor's term of office shall commence shall, together with the county commissioners, examine all accounts of the county treasurer, carefully check over and examine all vouchers for each and every public fund presented by him, ascertain the cash said treasurer should have on hand belonging to the same, count the money, and if said report is found to be correct they shall endorse their approval upon the report, which the county treasurer is hereby required to make to them. And no county treasurer shall turn over to his successor any vouchers or moneys until such report shall have been approved and endorsed by them, and shall place on the tax roll of his county, in a separate column, opposite each (every) description of property upon which the taxes then remain unpaid, the aggregate amount of such unpaid taxes, and for such other purposes. Said tax roll shall be delivered to the county clerk, and no taxes shall be received in the meantime.

SEC. 16. Whenever any county warrant issued to any person remains in the office of the county clerk unclaimed for a period of three years from the date thereof, such warrant shall be returned by him to the board of county commissioners and cancelled.

SEC. 17. The county clerks of the several counties of this Territory shall annually, on or prior to the fourth Monday of January, prepare and file in the office of the secretary of the Territory a list of the officers of their respective counties elected at the last preceding general election, which lists shall contain the genuine signatures of all county officers; and the county clerk shall certify, under the seal of his office, that such signatures are the genuine signatures of the respective officers and that they were attached in his presence: *Provided*, That in case of any vacancy in any county office, the county clerk shall immediately transmit to the secretary of the Territory the genuine signature of the person elected to fill such vacancy: *And provided further*, That any county clerk failing or refusing to comply with the provisions of this act shall be deemed guilty of a misdemeanor and punished by a fine of not less than ten nor more than fifty dollars.

SEC. 18. The county clerks of their respective counties shall, at the expense of the county, furnish annually, on the — day of —, to the assessors of the county, suitable blank assessment rolls and books, prepared in accordance with the provisions of law, and necessary blanks to fill out and file with him for such different tax levies that may be required.

SEC. 19. The county clerk shall keep his office open from 8 o'clock a. m. to 5 o'clock p. m. of each day, except Sundays and legal holidays.

SEC. 20. In counties having a population not exceeding five thousand inhabitants, the county clerk shall be ex officio register of deeds.

CHAPTER V.—*Register of deeds.*

SEC. 1. The register of deeds shall hold his office at the county seat of his respective county, in an office to be provided by the county, and

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ARTICLE I

All legislative Powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.

Section 1. The House of Representatives shall be composed of Members chosen every second Year by the People of the several States, and the Electors in each State shall have the Qualifications requisite for Electors of the most numerous Branch of the State Legislature.

No Person shall be Representative of this United States who shall not, when elected, have seven Years Residence in this United States, and who, when elected, shall not, when elected, have attained to the Age of twenty five Years, and seven Years Residence in that State in which he shall be chosen.

Section 2. The House of Representatives shall be composed of Members chosen every second Year by the People of the several States, and the Electors in each State shall have the Qualifications requisite for Electors of the most numerous Branch of the State Legislature.

Section 3

Section 3. The House of Representatives shall be composed of Members chosen every second Year by the People of the several States, and the Electors in each State shall have the Qualifications requisite for Electors of the most numerous Branch of the State Legislature.

Section 4. The House of Representatives shall be composed of Members chosen every second Year by the People of the several States, and the Electors in each State shall have the Qualifications requisite for Electors of the most numerous Branch of the State Legislature.

Section 5. The House of Representatives shall be composed of Members chosen every second Year by the People of the several States, and the Electors in each State shall have the Qualifications requisite for Electors of the most numerous Branch of the State Legislature.

ARTICLE II

Section 1

Section 2

he shall, before he enters upon the duties of his office, execute to the county, and file with the county clerk of his county, a bond in the penal sum of five thousand dollars, with two or more sufficient securities, to be approved by said clerk, with the provision that he, his duties, and other persons employed in his office will faithfully, correctly and impartially perform all the duties of said office according to law and shall deliver to his successors in office all books, records, maps, deeds, mortgages, papers, and property of every description belonging to his office.

SEC. 2. The register of deeds may, with the approval of the county commissioner, appoint a deputy, who shall hold his office during the pleasure of the register; such appointment shall be in writing and filed in the office of said register, and the register so appointing him and his sureties, shall be responsible for the faithful performance of his duties by such deputy. The register of deeds may require of such deputy to enter into a bond in the sum of two thousand dollars, conditioned that he will faithfully perform the duties as a deputy register of deeds, such bond to be filed with the county clerk.

SEC. 3. The register of deeds shall have the care and custody of all books, records, deeds, maps, papers, and fixtures deposited and kept in his office; and it shall be his duty to carefully preserve and guard the same against defacement, mutilation, change, or injury; and he shall be furnished, by and at the expense of the county, with suitable fixtures and furniture to protect the records and papers of his office.

SEC. 4. The county commissioners shall furnish, and the register of deeds shall keep in his office, suitable books for the proper recording of all deeds, mortgages, maps, plats, marriage certificates, and other instruments of writing subject by law to be recorded in his office.

SEC. 5. Each register of deeds shall keep an index of deeds direct and inverted, and an index of mortgages, direct and inverted, and an index, direct and inverted, of leases, in his office. The index, direct and inverted, of deeds, mortgages, and leases shall be divided into columns with heads to the respective columns, to wit: He shall enter in alphabetical order in the direct index of deeds, mortgages, and leases the names of the grantors, mortgagors, and lessors, respectively, and in the inverted index of deeds, mortgages, and leases the names of the grantees, mortgagees, and lessees, respectively, in alphabetical order; and whenever any mortgage, bond, or other instrument has been released or discharged from record, according to law, the register shall immediately note in both indexes, under the columns headed "Remarks" and opposite to the appropriate entry, that such instrument has been satisfied. He shall also keep an index, direct and inverted, of parts of the 1st and 2d part, respectively, of the miscellaneous records in the same form as the index of deeds and mortgages: *Provided*, That the board of county commissioners may from time to time adopt an improved form of index.

SEC. 6. The register shall also keep a well-bound book in which shall be plated all maps of any cities, towns, villages, or additions to the same, cemeteries, and other plats required by law to be recorded within his county, together with description, acknowledgment, or other writing thereon, and file the original plat in his office. He shall index such plat book under appropriate headings in the plat book.

SEC. 7. The register shall keep a receiving book, with suitable headings and columns for the number of instruments, name of grantor,

mortgagor, and lessor, and name of grantee, mortgagee, and lessee, nature of instrument, year, month, day, hour, and minute when the same shall be received, and the fee for recording the same, and to whom such instrument is delivered.

SEC. 8. He shall keep an index to chattel mortgages, bills of sale, and other instruments affecting title to or incumbering personal property, required by law to be filed or recorded, in which shall be entered in separate columns the number of the instrument, name of grantor alphabetically, and the name of the grantee, the year, month, day, hour, and minute of filing, the amount secured, a description of the property, and dates when and by whom cancelled; said chattel mortgage when so indexed to be numbered, filed, and kept in his office, and when said mortgage or bill of sale is released or cancelled, the register shall note the same on the back of the instrument and on the index, in the proper column, giving the date and by whom said instrument is cancelled.

SEC. 9. No register of deeds shall be required to perform any of the duties required by this act to be performed unless the fee as required by law for the same has been paid.

SEC. 10. The register of deeds shall, whenever an instrument shall be presented to him for record, immediately note on the instrument the year, month, day, hour, and minute of receiving the same, and the date of record of such instrument shall be from the date of filing; he shall then enter the same on the receiving book, making all the entries in the appropriate columns as herein provided, and shall, as soon thereafter as practicable, record said instrument in the proper record, enter it upon the proper indexes, and over his signature note on the instrument the book and page on which said instrument is recorded.

CHAPTER VI.—*County attorneys.*

SEC. 1. The county attorney shall execute a bond to his county in the penal sum of three thousand dollars, with two or more sureties to be approved by the board of county commissioners of such county, which bond shall be conditioned for the faithful performance of his duties as such county attorney, and that he will pay over to the treasurer of his county, in the manner prescribed by law, all moneys which come to his hand by virtue of his office, and shall deposit such oath and bond in the county clerk's office: *Provided*, That no person shall be eligible to the office of county attorney who is not duly admitted to practice as an attorney in courts of record in this Territory.

SEC. 2. The county attorney shall be a resident of the county in which he is elected.

SEC. 3. In case of vacancy in the office of county attorney from any cause, the board of county commissioners of the county where such vacancy occurs shall appoint a county attorney to fill such office until the next general election, who shall qualify under the provisions of this act.

SEC. 4. It shall be the duty of the county attorney of the several counties to appear in the circuit courts of their respective counties and prosecute and defend on behalf of the Territory, or his county, all actions or proceedings, civil or criminal, in which the Territory or county is interested or a party; and whenever the venue is changed in any criminal case, or in any civil action or proceeding in which his

county or the Territory is interested or a party, it shall be the duty of the county attorney of the county where such indictment is found, or of the county interested in such civil action or proceeding, to appear and prosecute such indictment, and to prosecute or defend such civil action or proceeding in the county to which the same may be changed.

SEC. 5. Each county attorney shall, when requested by any magistrate of his county, appear on behalf of the Territory, before any such magistrate, other than those exercising police jurisdiction of incorporated cities and villages, and prosecute all complaints made on behalf of the Territory, except for common assault and battery, of which such magistrate shall have jurisdiction. And no sheriff, deputy sheriff or police officer shall prosecute any case in any court of this Territory.

SEC. 6. The county attorney shall, without fee, render a written opinion and advise the board of county commissioners and other civil officers of their respective counties, when requested by such board or officers, upon all matters in which the county is interested, or relative to the duties of such board or officers in which the Territory or county may have interest.

SEC. 7. The salary of the county attorney shall be fixed by the board of county commissioners at their first regular meeting, or as soon thereafter as possible, unless otherwise provided herein.

SEC. 8. Said county attorney shall not receive any fee or reward from or on behalf of any prosecutor or other individual for service rendered or in any prosecution or business to which it shall be his official duty to attend, nor be concerned as attorney or counsel for either party other than for the Territory or county in any civil action depending on the same state of facts upon which any criminal prosecution commenced but undetermined shall depend; nor shall any county attorney while in office be eligible to or hold any judicial office whatever; but the county attorney of one county shall be requested to go to another county or from one part to another of his county to transact any business as county attorney, he shall be paid by his county the amount of his necessary expenses in transacting such business in addition to his salary. He may practice in any court in civil cases wherein the Territory or county is not a party in interest.

SEC. 9. Each of the circuit courts, whenever there shall be no county attorney for the county, or when the county attorney shall be absent from the court or unable to attend to his duties, may, if the court deem it necessary, appoint, by an order to be entered in the minutes of the court some suitable attorney to perform for the time being the duties required by law to be performed by the county attorney, and the attorney so appointed shall thereupon be vested with all the powers of such county attorney for that purpose.

SEC. 10. It shall be the duty of every county attorney, whenever he shall receive any money for fines, recognizances, penalties, or costs, to account for and pay the same to the county treasurer, taking his receipt therefor, within ten days after he receives it.

SEC. 11. Whenever such county attorney shall refuse or neglect to account for or pay over the moneys so received by him as required by the foregoing section, he shall be liable to a fine of not less than fifty dollars nor more than two hundred dollars; and it shall be the duty of the county treasurer, in his official name and capacity, to cause an action to be instituted upon the bond of such county attorney for the recovery of the moneys so received and unpaid by him. In such case

the county commissioners shall appoint other counsel on behalf of the county.

SEC. 12. Whenever required by the grand jury, it shall be the duty of the county attorney of the county to attend it for the purpose of examining witnesses in their presence, or of giving them any advice in any legal manner, or issue subpoenas and other process to enforce the attendance of witnesses, and to draw up bills of indictment when found by such grand jury.

CHAPTER VII.—*County surveyor.*

SEC. 1. The county surveyor shall make any survey that may be required by order of the court or county commissioners or upon application of any person, keep a fair and correct record of all surveys made by him, number them in the order, and preserve a copy of the field notes and calculations of each survey, and indorse thereon its proper number, a copy of the same, and a fair and accurate plat, together with a certificate of survey, which must upon application be furnished by him to any person upon payment of the fees allowed by law.

SEC. 2. Any person owning or claiming lands which are divided by county lines, and wishing to have the same surveyed, may apply to the surveyor of any county in which any part of such land is situated; and on such application being made, the surveyor must make the survey, which is as valid as though the lands were situated entirely within the county.

SEC. 3. When land the title to which is in dispute before any court is divided by a county line, the court making an order of survey may direct the order to the surveyor of any county in which any part of the land is situated. In all surveys the courses must be expressed according to the true meridian, and the variation of the magnetic meridian from the true meridian must be expressed on the plat with the date of the survey.

SEC. 4. When the county surveyor is interested in any land the title to which is in dispute, and a survey thereof is necessary, the court must direct the survey to be made by some disinterested person, and the person so appointed is for that purpose authorized to administer and certify oaths. He must return such survey, verified by his affidavit annexed thereto, and receive for his services the same fees as the county surveyor would be entitled to for similar service.

SEC. 5. The county surveyor shall copy, plat, or trace all maps filed for record in the office of register of deeds of the county for which he shall be elected and shall be ex officio deputy register of deeds for said county for such purpose, at the cost of the party filing the same for record: *Provided, however,* That all maps and plats filed by a licensed or graduated surveyor, and such other maps and plats as are filed, and are thereby made a record, are exempt from the provisions of this act.

SEC. 6. The county surveyor shall plat, trace, blue print, or otherwise make all county, road, district, and all other maps which shall show public and private lands and all assessors' blank books for the county of which he is surveyor. All such maps which are platted, traced, blue printed, or otherwise made as aforesaid shall be filed in the county surveyor's office, together with all data obtained by the county surveyor from other sources, and the same thereafter shall

become the property of the county and shall be open to inspection by any citizen of the county.

SEC. 7. The county surveyor shall make such surveys of county roads and perform such other engineering work as the county commissioners may direct. All such maps and field notes of surveys shall be filed in the office of the county surveyor, and the same shall thereafter be and remain the property of the county. It shall be the duty of the county surveyor to advise the county commissioners regarding any engineering work, and to perform such work for the county as may be required by the county commissioners.

SEC. 8. The county commissioners of each county shall provide for the use of the county surveyor a suitable office and appurtenances; office and record books, and all necessary materials; also transportation and expenses while in the field.

SEC. 9. The county surveyor shall receive such compensation as is provided in this act, not to exceed ten dollars per day, for all field work performed for the county, and he shall retain all fees collected by him in addition to his salary as compensation for his services.

CHAPTER VIII.—*Sheriff.*

SEC. 1. The sheriff shall, before he enters upon the duties of his office, execute to the county a bond with at least three different sureties, in such penal sum, not less than three thousand dollars nor more than twenty thousand dollars, as the board of county commissioners shall specify and approve; said bond, when thus approved, to be filed in the office of the county clerk.

SEC. 2. The conditions of such bond shall be in substance as follows: Whereas, the above bounded _____ was elected to the office of sheriff of the county of _____, on the _____ day of _____: Now, the condition of this obligation is such that if the said _____ shall well and faithfully perform and execute the office of sheriff of said county of _____ during his continuance in office, by virtue of said election, without fraud, deceit, or oppression, and shall pay over all moneys that shall come into his hand as such sheriff, and shall deliver to his successor all writs, papers, and other things pertaining to his office, which may be so required by law, then the above obligation shall be void; otherwise to be and remain in full force and effect.

SEC. 3. The sheriff of each county may, after entering upon the duties of his office, with the approval of the board of county commissioners, appoint one or more deputies, to hold during the pleasure of the sheriff; and as often as a vacancy shall occur in the office of such deputy sheriff, or he become incapable of executing the same, another shall in like manner be appointed in his place.

SEC. 4. Whenever a vacancy occurs in the office of sheriff of any county, the coroner shall in all things execute the office of sheriff until a sheriff shall be appointed by the board of county commissioners, who shall hold his office until his successor is elected and qualified, and any default or misfeasance in office of such coroner in the meantime shall be deemed to be a breach of the condition of the bond given by the sheriff and also a breach of the condition of the bond of such coroner.

SEC. 5. First. The sheriff must preserve the peace.

Second. Arrest and take before the nearest magistrate for examina-

all persons who attempt to commit or who have committed a public offense.

Third. Prevent and suppress all affrays, breaches of the peace, riots, and insurrections which may come to his knowledge.

Fourth. Attend all superior courts held within his county and obey lawful orders and directions of all courts held within his county.

Fifth. Command the aid of as many male inhabitants of his county as he may think necessary in the execution of these duties.

Sixth. Take charge of and keep the county jail and the prisoners therein.

Seventh. Release in the records all attachments of real property when the attachments placed in his hand have been released or discharged.

Eighth. Endorse upon all process and notices the year, month, day, hour, and minute of reception, and issue therefor to the person delivering it, on payment of fees, a certificate showing the name of the parties, title of paper, and time when received.

Ninth. Serve all process and notices in the manner prescribed by law.

Tenth. Certify under his hand, upon process or notices, the manner and time of service, or if he fails to make service, the reason of his failure, and return the same without delay.

SEC. 6. When process or notices are returnable to another county he may enclose and register such process or notice in an envelope addressed to the officer from whom the same emanated and deposit it at the post-office, prepaying postage.

SEC. 7. The return of the sheriff upon process or notices is prima facie evidence of the facts in such return stated.

SEC. 8. If a sheriff does not return a process or notice in his possession with the necessary endorsement thereon without delay he is liable to the party aggrieved in the sum of two hundred dollars and for all damage sustained by such party.

SEC. 9. If the sheriff to whom a writ of execution is delivered neglects or refuses after being required by the creditor or his attorney, the fees having first been paid or tendered, to levy upon or sell any property of the party charged in the writ which is liable to be levied upon and sold he is liable to the creditor for the value of such property: *Provided, however*, That the sheriff may demand an indemnifying bond before levying a writ of attachment.

SEC. 10. If he neglects or refuses to pay over on demand to the person entitled thereto any money which may come into his hands by virtue of his office (after deducting all legal fees) the amount thereof, with twenty-five per cent damages and interest at the rate of ten per cent per month from the time of demand, may be recovered by such person.

SEC. 11. No sheriff shall, directly or indirectly, ask, demand, or receive for any service to be by him performed in the discharge of any of his official duties any greater fees than are allowed by law, on pain of forfeiting treble damages to the party aggrieved, and in being fined in a sum not less than twenty-five dollars nor more than two thousand dollars.

SEC. 12. The sheriff in attendance upon court must act as the chief clerk thereof, call the parties and witnesses and all other persons bound to appear at the court, and make proclamation of the opening and adjournment of the court, and of any other matter under his direction.

SEC. 13. Service of process other than process upon the sheriff may

be made by delivering it to him or to one of his deputies, or to a person in charge of the office during office hours, or, if no such person there, by leaving it in a conspicuous place in the office. When process remains with the sheriff unexecuted in whole or in part at the time of his death, resignation of office, or at the expiration of his term of office, said process shall be executed by his successor or successor in office, and when the sheriff sells real estate under and by virtue of an execution or order of court he or his successors in office shall execute and deliver to the purchaser or purchasers all such deeds and conveyances as are required by law and necessary for the purpose. Such deeds and conveyances shall be as valid in law as if they had been executed by the sheriff who made the sale.

SEC. 14. Each sheriff may appoint, with the consent of the county commissioners, such number of deputies as the business of his office may require, but shall not appoint any number exceeding three, and the person or persons in excess thereof are approved by the board of county commissioners. The sheriff and his sureties shall be responsible on his official bond for the acts and omissions of each of his deputies.

SEC. 15. Every appointment of a deputy sheriff, and every revocation of such appointments, shall be in writing under the hand of the sheriff, and shall be filed in the office of the clerk of the county.

SEC. 16. Whenever a new sheriff shall be elected, and shall be qualified as required by law, the former sheriff, upon demand, shall deliver to him the jail and other property of the county and all prisoners in such jail, and all writs, process, orders, and other papers belonging to such office and in his possession or that of his deputy, except as provided in the next succeeding section; and upon delivery thereof such new sheriff shall execute to the former sheriff his receipt therefor.

SEC. 17. Any default or misconduct in the office of deputy sheriff or jailor, after the death, resignation or removal of any sheriff by whom he was appointed, shall be adjudged a breach of the bond of such sheriff.

SEC. 18. No sheriff, or deputy sheriff, shall directly or indirectly by himself or through others, in any way suggest or indicate to or advise any person having any proceeding or about to have any proceeding in any court, or other matter, that any attorney or firm of attorneys are desirable, or successful practitioners, or in any way perform any act liable to influence or direct such person in his, her, or their choice of attorneys. Nor shall any such sheriff, or deputy sheriff appear or advise as an attorney or counsellor in any case whatever in any court. Nothing in this section shall be construed so as to prevent any sheriff or his deputy from being sworn and testifying in any case as a witness. Any sheriff or deputy sheriff who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor, and for the first offense shall be fined ten dollars, and for the second conviction he shall be fined not less than twenty dollars; and for the third offense he shall be removed from office. The sheriff shall keep posted in each cell of the jail a list of the attorneys practicing in his county.

CHAPTER IX.—Coroner.

SEC. 1. The county coroner shall, before entering upon the duties of his office, give bond to the county in the penal sum of five thousand dollars.

dollars, with two or more sufficient sureties, as the county commissioners shall direct and approve, the condition of which bond shall be in substance the same as that given by the sheriff, such bond to be filed with the county clerk of the county.

SEC. 2. The coroner shall be ex officio a conservator of the peace and perform like duties and possess the powers vested in the sheriff for keeping the peace and arresting offenders against the laws of the Territory and in suppressing affrays and breaches of the peace which may come under his personal observation, and not otherwise.

SEC. 3. When there shall be no sheriff in an organized county it shall be the duty of the coroner to exercise all the powers and duties of the sheriff of his county until a sheriff be elected and qualified.

SEC. 4. Every coroner shall serve and execute process of every kind and perform all other duties of the sheriff when the sheriff shall be a party to the case or action or otherwise disqualified from acting or when the affidavit shall be filed as prescribed in the next section.

SEC. 5. Whenever any party, his agent or attorney, shall make and file with the clerk of the proper court an affidavit stating that he has reason to believe and does believe that the sheriff of said county will not, by reason of either partiality, prejudice, consanguinity, or interest, faithfully perform his duties in any suit commenced or about to be commenced in said court, the clerk shall direct the original or other process in such suit to the coroner, who shall execute the same in like manner as the sheriff might or ought to have done.

SEC. 6. The coroner shall hold an inquest upon the dead bodies of such persons only as are supposed to have died by unlawful means or the cause of whose death is unknown. When he has notice of the dead body of a person supposed to have died by unlawful means, the cause of whose death is unknown, found or being in the county, it shall be his duty to summons forthwith six citizens of the county to appear before him, at a time and place named, to act as jurors.

SEC. 7. If any juror fails to appear, the coroner shall summons the proper number from bystanders immediately and proceed to impanel them and administer the following oath, in substance:

(Oath:) You do solemnly swear (or affirm) that you will diligently inquire and true verdict make, when, how, and by what means the person whose body lies here and came to his death, according to your knowledge and the evidence given before me to help you God.

SEC. 8. Whoever being so summoned as a juror fails or refuses without good cause to attend at the time and place required, or, appearing, refuses to act as such juror, shall, upon the complaint of the coroner before any district magistrate in the county, be fined not to exceed twenty dollars, and in default of the payment of such fine be imprisoned for a period not exceeding ten days.

SEC. 9. The coroner may issue subpoenas within the county for witnesses, returnable forthwith or at such time and place as he shall therein direct. When a surgeon or physician is required to attend such inquest and make a post-mortem examination or to give expert testimony, the coroner may issue his subpoena for him the same as any other witness, and such surgeon or physician shall receive as compensation for his services \$10.00 per day and 10 cents per mile for each mile actually traveled in going to and from such inquest, and other witnesses shall be allowed the same fees as in cases before a district magistrate, and the coroner shall have the same authority to enforce

the attendance of witnesses and punish them for contempt in disobeying his process as a district magistrate when his process issues behalf of the Territory.

SEC. 10. An oath shall be administered to the witness in substance as follows:

You do solemnly swear that the testimony which you shall give to this inquisition concerning the death of the person here lying dead shall be the truth, the whole truth, and nothing but the truth: so help you God.

SEC. 11. The testimony shall be reduced to writing under the coroner's order and subscribed by the witnesses, and the coroner shall have power to bind such witnesses by recognizance in a reasonable sum for their appearance at a hearing before some district magistrate at an examining trial to be holden within the same county, there to give evidence, and may commit to the jail of said county any witness who refuses to enter into such recognizance.

SEC. 12. The jurors, having inspected the body, heard testimony, and made all needful inquiries, shall return to the coroner their inquisition in writing under their hands, in substance as follows, and stating the matter in the following form suggested, as far as found:

TERRITORY OF HAWAII, ——— County:

An inquisition holden at ———, in ——— county, on the ——— day of ———, A. D. 19—, before me ———, coroner of said county, on the body of ———, a person unknown, there lying dead, by the jurors whose names are hereunto subscribed. The said jurors, upon their oaths, do say (here state when, how, by what person, means, weapon, or accident he came to his death, and whether feloniously).

In witness whereof the said jurors have hereunto set their hands the day and year aforesaid.

Said return shall be attested by the coroner.

SEC. 13. If the inquisition finds that a crime has been committed, the findings of the coroner's jury shall not be made public until after the arrest directed in the next section, or reasonable time therefore shall have elapsed.

SEC. 14. If the person charged with or reasonably suspected of the crime be present, the coroner may order his arrest, by an officer or any other person, and shall then make a warrant, requiring the officer or other person to take the accused before a district magistrate within said county forthwith.

SEC. 15. If the person charged be not present the coroner may issue a warrant, to the sheriff or any constable of the county, requiring him to arrest the accused and take him before a district magistrate within said county.

SEC. 16. The warrant of the coroner shall be of equal authority with that of a district magistrate and when a person so charged is brought before the magistrate he shall be dealt with as a person held under a complaint in the usual form.

SEC. 17. The warrant of the coroner shall recite substantially the transactions before him and the verdict of the jury of inquest leading to the arrest, and such warrant shall be a sufficient foundation for the proceedings of the magistrate instead of a complaint.

SEC. 18. The coroner shall then return to the clerk of the court, in the county where the inquisition was holden, a list of the witnesses who testified to material matters, and the verdict of the jurors.

SEC. 19. The coroner shall receive the same fees for summoning jurors and subpoenaing witnesses as are allowed to the sheriff, and for

issuing warrants the same fees as are allowed to a district magistrate, and for holding each inquest he shall receive the sum of ten dollars, and shall retain all fees collected by him in full compensation of his services.

SEC. 20. The coroner shall cause the body of a deceased person, which he is called to view, to be delivered to the friends of the deceased, if any there be, but if not, he shall cause the body to be decently buried, the expense thereof to be paid from any property belonging to the deceased, or if there be none, from the county treasury by certifying an account of the expense, which being presented to the board of county commissioners shall be allowed by them, if deemed reasonable, and paid as any other claim against the county.

SEC. 21. The coroner shall make a report in writing, giving therein a particular and minute description of the deceased person together with his name (if the same can be ascertained) and the amount of money and other valuables or effects found with the dead body. A copy of said report, in writing, with the verdict and list of witnesses, shall be by him filed in the office of the clerk of the court of the county in which said body is found.

SEC. 22. When any valuable personal property, money, or papers are found upon or belonging to the body upon which an inquest is held, if the personal property is in said county, the coroner shall take charge of and deliver the same to those entitled to its care or possession, but if not claimed, or if the same shall be necessary to defray the expenses of the burial, the coroner shall, after ten days' notice publicly posted in at least three different places of the town and place of sale, sell such property to the highest bidder, and after deducting all fees and funeral expenses deposit the balance of the proceeds with the county treasurer, taking his receipt therefor, there to remain subject to the order of the legal representative of the deceased, if claimed within two years thereafter, or if not claimed within that time to vest in the general fund of the county.

SEC. 23. The coroner during the holding of an inquest is hereby authorized to employ a clerk to reduce the testimony of the witnesses to writing, said clerk to receive as his compensation not to exceed three dollars per day.

SEC. 24. When there is no coroner, or in case of his absence or inability to act, any district magistrate of the same county is authorized to perform the duties of coroner in relation to dead bodies, and the magistrate so acting shall receive the same fee as the coroner.

SEC. 25. Whenever an inquest shall be held, and the coroner shall have good reason to believe that the deceased came to his death by poison administered by the hand of some other person than the deceased, he may at the request of the county attorney or jury cause a chemical analysis and microscopical examination of the body of the deceased, or any parts of it, to be made, and the testimony of medical and chemical experts may be introduced for the purpose of showing how and in what manner the deceased came to his death, and the coroner shall certify to the county commissioners of his county the fact of such analysis or examination, the testimony of such medical or chemical expert, and that the same was in his opinion necessary to an examination into the cause of the death of the deceased, and the commissioners shall allow such fees or compensation for such analysis, examination, or medical or chemical testimony of experts as shall be deemed by said county commissioners to be just and reasonable.

CHAPTER X.—*County road supervisor.*

SEC. 1. There shall be one "county road supervisor," who shall be a qualified elector of the county, to serve for the term of two years, and until his successor is elected and qualified.

SEC. 2. Under the direction of the board of county commissioners the county road supervisor shall have the entire charge and control of all the public labor on all roads, bridges, and public highways within the county for which he is elected to serve, and shall expend all road funds in exact accordance with the rules, regulations, and directions given to him by the board of county commissioners and as may be otherwise provided by law: *Provided, however,* That such control shall not include the highways, bridges, streets, alleys, parks, wharves, and other public thoroughfares included within the limits of any incorporated city or town within such county.

SEC. 3. The county road supervisor shall, upon the receipt of a certificate of his election, and before entering upon the discharge of the duties of his office, file in the office of the county auditor a bond in the penal sum of not less than one thousand dollars, and in such additional amount as may be from time to time fixed by the board of county commissioners, conditioned for the faithful disposition of and accounting for all road funds received or disbursed through him, and for the faithful performance of all duties required of him by law.

SEC. 4. The county road supervisor shall keep a full record of all business transacted, including an account of all moneys received and disbursed, showing from whence derived, the locality in which expended, whether for labor or material, and the persons to whom paid, and at the end of each month shall file in the office of the county clerk a written report of all business transacted, including an account of receipts and disbursements of public moneys, by him during the month. Such reports shall be open to inspection by any resident taxpayer at any time during office hours, under the care of the county clerk, but such report shall not be removed from the files except by order of the county commissioners issued at a regular meeting, or by order of the circuit court.

SEC. 5. At the end of each month the county road supervisor shall turn over to the county treasurer all road funds collected by him during the month, accompanied by a certificate from the county clerk showing to what account or accounts such moneys belong, and thereupon it shall be the duty of the county treasurer to receipt for such moneys, stating the fund or funds to which such amounts have been credited, and such receipt shall be retained by the county road supervisor as his voucher therefor. In the certificate from the county clerk all road moneys not specifically belonging to any other fund shall be designated as "General road fund." All road taxes and other road moneys shall be paid into the county treasury and shall only be paid out by county warrant duly ordered by the board of county commissioners, of which a record shall have been made in the journal of its proceedings. Such warrant shall be issued and signed in the same manner as other county warrants, and shall state the fund upon which it is drawn, payable to the party entitled thereto, or order, and the payee shall receipt to the county clerk for such warrant when delivered: *Provided,* That the county clerk may deliver any county warrant to the authorized agent or attorney of the payee, but such authori-

shall be in writing and placed on file in his office. All appropriations made by the legislature for the construction, improving, or repairing of roads or bridges in any county shall be drawn by order of the board of county commissioners, and placed in the county treasury, and in no case shall the Territorial government appropriate or disburse any of the county road or bridge funds of the county: *Provided*, That the legislature may, at any time, appropriate Territorial funds for any specified road or bridge in any county, and specifically order that the work in that certain case shall be under supervision of a Territorial officer.

SEC. 6. For the construction of any county road or bridge work, should such course seem advisable, the board of county commissioners may draw plans and specifications, which shall be filed with the county clerk, and give notice for sealed tenders for such work or construction. Such notice shall be published and in all respects be the same as provided for the erection of county buildings. Upon opening such sealed tenders the board of county commissioners shall let the contract to the lowest responsible bidder: *Provided*, That the board may reject all bids and advertise anew for other bids as above provided.

CHAPTER XI.—*County commissioners.*

SEC. 1. There shall be a board of three county commissioners elected according to law, and no person holding any other Territorial, county, or city office shall be eligible to the office of county commissioner.

SEC. 2. Every county commissioner, before entering upon the duties of his office, shall execute a bond in the penal sum of not less than one thousand or more than five thousand dollars, the amount and sufficiency of such bond to be determined by the circuit judge having jurisdiction in the county, and said bond shall be filed and kept in the office of said court.

SEC. 3. The board of county commissioners shall procure and keep a seal with such emblems and devices as it may think proper, which shall be the seal of the county, and no other seal shall be used by the county clerk; and the impression of the seal hereby required to be kept by the stamp shall be sufficient sealing in all cases where sealing is required.

SEC. 4. The county commissioners shall meet and hold sessions for the transaction of business in the county clerk's office at the county seat in their respective counties, or at the usual place of holding its sessions, two days before the last day of every month of each year; and may if necessary continue in session not more than fifteen days in counties having more than two thousand five hundred voting population, one week in counties having more than one thousand and less than twenty-five hundred voting population, five days in counties having more than two hundred and fifty and less than one thousand voting population, to be determined by the vote cast at the last general election. The chairman of the board of county commissioners shall have power to call special sessions of the board to transact any business the same as at regular meetings, where the interest of the county may demand it, upon giving five days' notice of the time and object of calling the commissioners together by posting such notice in three public places in each precinct in the county, and by publication in one newspaper in the county at least five days before the time

specified for holding such meeting, in both the English and Hawaiian languages: *Provided*, That in case of a vacancy in the office of county clerk the chairman of the board shall have power to call a special session for the purpose of filling such vacancy for the unexpired term, unless otherwise provided by law.

SEC. 5. At the first meeting of the board of county commissioners they shall elect one of their number chairman, who shall act as chairman of the board of said commissioners during the term for which he is elected, or until his successor is elected; and in case of a vacancy from any cause whatever the board of county commissioners shall elect another chairman.

SEC. 6. No account shall be allowed by the board of county commissioners unless the same be made out in separate items and the nature of each item stated, and when no specific fees are allowed by law the time actually and necessarily devoted to the performance of any service charged in such accounts shall be specified, which account so made out shall be verified by affidavit setting forth that the same is just and correct and remains due and unpaid and that the party who rendered the service is not in any wise nor in any sum indebted to the county. *Provided*, That nothing in this section shall be construed to prevent any such board from disallowing any account in whole or in part when so rendered and verified nor from requiring any other or further evidences of the truth and propriety thereof, as it may think proper, and it shall be unlawful for any board of county commissioners to allow any claim or account against the county at any special or adjourned meeting of the board, except for election expenses and judicial fees, and all other claims or accounts against the county shall be allowed only at the regular meetings of the board.

SEC. 7. It shall be the duty of the chairman of the board of county commissioners to preside at the meetings of said board, and he shall have the power to administer oaths to any person concerning any matter submitted to the board or connected with its powers and duties, and all orders made by the board of county commissioners and all warrants drawn on the county treasurer shall be signed by the chairman and attested by the clerk.

SEC. 8. When the members of the board of county commissioners are equally divided on any question they shall defer a decision from time to time until the matter shall be decided by a majority of the board.

SEC. 9. Copies of the proceedings of the board of county commissioners, duly certified and attested by the county clerk under seal, shall be received as evidence in all the courts of this Territory of the facts therein stated.

SEC. 10. The board of county commissioners shall have power to preserve order when sitting as a board, and may punish contempts by fines not exceeding one hundred dollars or by imprisonment in the county jail not exceeding forty-eight hours; it may enforce obedience to all orders made by it, by attachment or other compulsory process, and when fines are assessed by it the same may be collected before any district magistrate having jurisdiction, and shall be paid over, as other fines, within ten days after they are collected.

SEC. 11. The said board of county commissioners shall keep a distinct account with the treasurer of the county in a book provided for that purpose, commencing from the day on which the treasurer became

qualified and continuing until the same or another person is qualified as treasurer, in which account it shall charge the treasurer with all sums paid to him and for all sums for which the treasurer is accountable to the county, and it shall credit him with all warrants returned and cancelled, with all moneys paid, and with all vouchers presented by him, and with all matters with which the treasurer is to be credited in account; and the said board in its settlement with the treasurer shall keep the general, special, and road tax separate, so that any citizen of the Territory may see how the same is expended.

SEC. 12. It shall keep a book in which all orders and decisions made by them shall be recorded, except those relating to roads and bridges; and all orders for the allowance of money from the county treasury shall state on what account and to whom the allowance is made, dating the same and numbering them consecutively as follows: From the 1st day of January to the 31st day of December, inclusive, in each year.

SEC. 13. It shall keep a book for the entry of all proceedings and adjudications relating to bridges, and the establishment, change, or discontinuance of roads.

SEC. 14. It shall keep a book for the entry of warrants on the county treasurer, showing number, date, amount, and name of the payee of each warrant drawn on the treasury, which book may be known as the "warrant book," and the warrants shall be numbered in relation to the order and decision allowing the amount for which the same was drawn.

SEC. 15. The board of commissioners of the several counties of this Territory are hereby authorized and required at each regular meeting to cancel and destroy all warrants drawn on any fund of the county that may have remained uncalled for and on file for a period of three years and upwards next preceding the regular meeting at which the cancellation takes place.

SEC. 16. Said board of county commissioners, before cancelling and destroying any such warrants, shall cause to be entered in the minutes of its proceedings a brief description thereof, containing the name of the payee, the number, date, and amount of each warrant destroyed.

SEC. 17. It shall have power to institute and prosecute civil actions in the name of the county for and on behalf of the county.

SEC. 18. First. It shall have power to make all orders respecting the property of the county, to sell the public grounds of the county, and to purchase other grounds in lieu thereof; and for the purpose of carrying out the provisions of this section it shall be sufficient to convey all the interest of the county in such grounds when an order made for the sale and a deed is executed in the name of the county by the chairman of the board by him for and on behalf of the county: *Provided, however,* That the question of the purchase, sale, or exchange of such public grounds or lands, if the value thereof exceed the sum of two hundred dollars, shall be first submitted to the voters of the county as hereinafter provided, and sanctioned by a majority of the voters of the county.

Second. To audit the accounts of all officers having the care, management, collection, or disbursement of any money belonging to the county or appropriated for its benefit.

Third. To contract for and repair bridges, and to open, lay out, locate, and change highways, to establish one or more election pre-

cincts in each municipal township in its county, and to equalize the assessment rolls of their county, in the manner provided by law.

Fourth. To furnish necessary blank books, plats, blanks, and stationery for all county officers of their respective counties, to be paid out of the county treasury; also a fireproof safe or vault when in the judgment the same shall be deemed advisable, in which to keep all the books, records, vouchers, and papers pertaining to the business of the county.

Fifth. To do and perform such other duties and acts as boards of county commissioners may hereafter be required by law to do and perform.

SEC. 19. It shall superintend the fiscal concerns of the county and secure the management thereof in the best manner; it shall keep an account of the receipts and expenditures of the county, and on the first Monday on January, annually, it shall cause a full and accurate statement of the assessments, receipts, and expenditures of the preceding year to be made out in detail under separate heads, with an account of all the debts payable to and by the county treasurer, and it shall have the same printed in at least one newspaper in its county at least twice, and if there be no paper in the county the same shall be posted up at the usual place of holding its sessions, and at a public place in each precinct in the county.

SEC. 20. Said board is authorized to have made for its county from the field notes and surveys that it receives from the Territorial surveyor's office a map of its county on a scale of not less than 1 inch to 1,000 feet; and if the surveyor-general's notes are incomplete it shall direct that the work be continued till they have a complete map of its county, with the districts and all landholdings marked; also cities, towns, and such other divisions as shall from time to time be made; which map shall be kept in the county clerk's office, with the field notes thereof, and open to inspection during office hours by anyone.

SEC. 21. It shall submit to the people of the county at any regular or special election any question involving any outlay of money by the county, or any expenditure in an amount that would place such county in debt over one per centum of the total assessed valuation of the county in any one year, the total amount of all indebtedness at any time to be greater than seven per cent of the assessed valuation as shown by the assessment of the year before.

Second. It may submit to the people of the county at any regular or special election any question involving the increasing of the tax rate, and if so authorized it may do so and same must be paid. It shall under no circumstances levy a tax, issue bonds or warrants, or in any way whatsoever lend the credit of or bind the county to aid any private enterprise of any kind or description: *Provided*, That this provision shall not be so construed as to prevent its issuing a franchise or license under conditions herein provided from which the county shall derive a revenue.

Third. A proposition to grant a franchise or special privilege shall before being acted on by the board of county commissioners, be submitted to a vote of the qualified electors of the county.

Such proposed franchise shall be published in a newspaper having general circulation in the county for sixty days prior to the vote being taken thereon, and shall be further published by posters placed in the various precincts of the county, in like manner and like places.

proclamations for an election. The advertisement and poster shall be a true copy of the franchise or privilege to be voted on, and every franchise or privilege submitted shall contain provisions as follows:

1. For a sinking fund to meet the entire first cost of the plant or improvement required to successfully operate under such franchise within the time for which the same is granted.

2. For a percentage of receipts that shall be devoted to repairs on such plant.

3. For a percentage of receipts to be yielded the county for the right to operate under such franchise or privilege.

4. For the submission to and ratification by the board of county commissioners of the plans, specifications, and contracts relative to installation under the terms of the franchise or privilege.

5. For the acquiring of such plant by the county upon six months' notice of intention so to do, and the payment through its board of commissioners duly authorized thereto as provided herein of the lawful proportion of sinking fund still to be met for the unexpired term of the franchise or privilege.

Such franchise or privilege to be void if it contains any provisions other than in the advertised proposition, or if the latter should not contain the herein above-named requirements.

When a proposition to grant a franchise or privilege shall be duly published and submitted, as above provided, at any general or special election, and receives the affirmative vote of two-thirds of the registered voters of the county, the same shall be granted by the board of county commissioners.

Five per cent of the registered voters of the county may, by petition, in like manner as for nomination of candidates for office, lodged with the county clerk, initiate any legislation affecting only the county or its subdivisions, and in like manner twenty per cent of such registered voters may by petition demand a referendum to the voters of any legislation affecting the interests of the county or its residents.

Upon such petition being lodged with such clerk, the officers of the county shall proceed in like manner as provided for the election of county officers, the propositions being published, and in such publication given a number, which number, together with designation of choice, as "yes" or "no," or other designation, shall be placed on the ballot to be voted, and the elector shall indicate his choice by drawing a pencil mark through the designations other than his choice on such ballot.

Whenever herein a majority of votes or of voters is designated it shall mean a majority of all the registered voters of the county, and a like majority shall be required to make the vote on initiation or referendum carry.

SEC. 22. When county warrants are at a depreciated value, the said commissioners may in like manner submit the question whether a tax of a higher rate than that provided for shall be levied; and in all cases when an additional tax is laid in pursuance of a vote of the people of the county, or for constructing or ordering to be constructed any road or bridge.

SEC. 23. The mode of submitting questions to the people contemplated by the two preceding sections shall be the following: The whole question, including the sum desired to be raised, the amount of tax desired to be levied, the rate per annum, and the whole regulation,

including the time of its taking effect or having operation, if it be of a nature which can be set forth, and the penalty of its violation, if there be one, shall be published at least once a week for four consecutive weeks in some newspaper published in the county. If there be no newspaper, the publication shall be made in some newspaper published in an adjoining county, and by posting notices thereof in at least three of the most public places in each election precinct in the county; and in all cases the notices shall name the time when the question will be voted upon, and the form in which the question shall be submitted, and a copy of the question submitted shall be posted at each voting place during the day of election.

SEC. 24. When the question submitted involves the borrowing or expenditure of money, the proposition must be accompanied by a proposition to levy a tax for the payment thereof in addition to the usual taxes provided by law; and no vote adopting the question proposed shall be valid unless it likewise provides the amount of tax to be levied to meet the liability to be incurred.

SEC. 25. The rate of tax levied in pursuance of the last four sections shall in no case exceed one cent on the dollar of the county valuation in one year. When the object is to borrow money to aid in the erection of public buildings, the rates shall be such as to pay the debt in fifteen years. When the object is to construct or aid in constructing any road or bridge, the annual rate shall not exceed one cent on the dollar of the valuation; and any special tax or taxes levied in pursuance of this chapter becoming delinquent shall draw the same rate of interest as ordinary taxes levied in pursuance of the revenue laws of this Territory.

SEC. 26. The said board of commissioners being satisfied that the above requirements have been substantially complied with, and that a majority of votes were cast in favor of the proposition submitted, shall cause the same to be entered at large upon the book containing the record of its proceedings, and it shall then have power to levy and collect the special tax in the same manner that the other county taxes are collected. Propositions thus acted upon can not be rescinded by the board of county commissioners.

SEC. 27. Money raised by the board of county commissioners in pursuance of the five preceding sections is specially appropriated and constitutes a fund distinct from all others, in the hands of the county treasurer, until the obligations assumed are discharged.

SEC. 28. Whenever there remains in the treasury of any county an unexpended balance of any special fund, and all claims against such fund have been fully paid, and the purpose for which it was created has been fully performed and kept, and there remains no further use for such balance for the purpose for which it was created, it shall be lawful for the board of county commissioners of such county to transfer such balance to any other fund of the county or subdivisions in which such balance belongs.

SEC. 29. All warrants upon the county treasurer shall be issued upon the order of the board of county commissioners, signed by the chairman thereof, and attested by the signature of the county clerk, with the county seal attached, and shall designate the fund upon which they are drawn.

SEC. 30. The board of county commissioners shall hold their sessions with open doors, and transact all business of every kind in the

not public manner, and where the county has no court-house, or the court-house shall be in use by the court or unfit or inconvenient, it may hold its sessions for the transaction of business at any other suitable place at the county seat. All matters pertaining to the interest of the county shall be heard by the board of county commissioners in sessions held, but it may continue any business from any regular session to an intermediate day.

SEC. 31. In any county where there is no court-house or jail erected in the county, or where those erected have not sufficient capacity, it shall be the duty of the board of county commissioners to provide for court room, jail, and offices for the following-named officers: Sheriff, assessor, register of deeds, county clerk, county attorney, county road supervisor, and county surveyor, in a suitable building or buildings, or the lowest rent to be obtained at the county seat, or to secure and occupy suitable rooms without rent, if such can be obtained, within the limits of the county seat or any of the additions thereto, until such county builds a court-house. They shall also provide the courts appointed to be held therein with attendants, lights, and stationery suitable and sufficient for the transaction of their business. If the commissioners neglect, the court may order the sheriff to do so, and the expense incurred by him in carrying the order into effect, when certified by the court, shall be a county charge.

SEC. 32. The power to rent court rooms shall only extend to such rooms as the courts using the same may approve.

SEC. 33. Said board shall have authority and power, under the provisions of this act, to provide for the erection and repairing of court-houses, jails, and other necessary buildings within and for the county, and to make contracts on behalf of the county for the building or repairing of the same, but no expenditure for the purpose herein named greater than can be paid out of the annual revenue of the county for the current year shall be made unless the question of such expenditure, together with the amount and rate of taxes necessary to meet the same, shall have first been submitted to a vote of the qualified voters of such county and shall have been approved by a majority of the votes.

SEC. 34. After a building fund has been accumulated, either from the proceeds of the sale of any lands owned by the county or from any other source, it shall be the duty of the board of county commissioners, within one year from the time such fund becomes available, to proceed to the erection of the necessary county buildings, including a jail, if such fund shall in the judgment of the board be sufficient for that purpose.

SEC. 35. The board shall cause an advertisement for bids for the erection of such buildings to be printed in some newspaper published in the county for at least two months prior to the opening of the bids, and in such other newspaper in the Territory and for such period as the board may deem advisable, but in no case less than two months. Such advertisement shall state where the plans and specifications may be examined, the time allowed for the completion of such buildings, and stating time and place for opening of bids, which must be at one of the regular sessions and must be public. The lowest responsible bid must in all cases be accepted, unless all bids are rejected, and the contracts for such buildings shall be so conditioned that payments on account shall not collectively exceed 75 per cent of the value of the

work accomplished on date of any payment. Final payment shall be made until the contract shall be executed and the buildings completed to the satisfaction and acceptance by the board. Said board shall further require a bond amounting to not less than ten per cent of the bid to accompany each bid, conditioned that the bidder will enter into a contract with, approved security, for the performance of the work in accordance with the plans and specifications in case his bid is accepted, such bond to be forfeited to the county as liquidated damages in case of failure by the bidder to proceed with the work under the terms of the contract.

Before signing agreements for any work submitted for tender, the party to whom the contract was awarded shall submit a bond, with one or more sureties, and for an amount equal to 25 per cent of the accepted bid. If the county commissioners approve such bond the same shall be signed and deposited with the county clerk.

In all contracts for county road and bridge work the following clause shall be inserted:

All parties to this contract and all workmen employed thereunder shall be citizens of the United States, as required by law. This contract shall not be sublet to any other person, firm, company, or corporation, but may be assigned to any such third party upon the approval of the chairman of the board of county commissioners, and the filing of such approval with the county clerk. All the conditions in the original contract shall be binding upon such assignee. Eight hours' labor shall constitute a day's work, whether by contract or otherwise. Any violation of this section shall render the contract void.

SEC. 36. From all decisions of the board of county commissioners upon matter properly before them there shall be allowed an appeal to the circuit court by any person aggrieved, including the county by the county attorney, upon filing a bond with sufficient penalty and one or more sureties, to be approved by the chairman of the board, conditioned that the appellant will prosecute his appeal without delay, and pay all costs that he may be adjudged to pay in court; said bond shall be executed to the county, and may be sued in the name of the county upon breach of any condition therein:

Provided, That the county shall not be required to give such bond in any event:

Provided, That any county attorney, upon the written demand of at least five per cent of the taxpayers of the county who shall have voted at the preceding general election, as shown by the poll book, shall take an appeal from any action of the board of county commissioners or any other county officer within the county when said action relates to the interests or affairs of the county at large, or any portion thereof, in the name of the county, when he deems it to be in the interest of the county so to do; and in such case no bond shall be required to be given, and upon serving the notice provided for in the next section of this act the county clerk shall proceed the same as if a bond had been filed, and his fees for making the transcript shall be paid as other claims by the county.

SEC. 37. Said appeal shall be taken within twenty days after the decision of said board, by serving a written notice on one of the board of county commissioners, and the clerk shall, upon the filing of the bond as hereinabove provided, make out a complete transcript of the proceedings of said board relating to the matter of their decision thereon, and shall deliver the same to the clerk of the court to which said appeal is taken.

SEC. 38. Said appeal shall be filed by the first day of the term of court next after such appeal is taken, and said cause shall stand for trial at such term, unless continued by order of the court for cause.

SEC. 39. All appeals thus taken shall be docketed as other causes pending, and the same be heard and determined *de novo*.

SEC. 40. The said court may make a final judgment and cause the same to be executed, or may send the same back to the board with an order how to proceed, and require said board of county commissioners to comply therewith by a mandamus or attachment against the individual members thereof as for contempt.

SEC. 41. All treasurers, sheriffs, attorneys, clerks, coroners, and other officers chargeable with money belonging to the county shall render their accounts to and settle with the county commissioners at the time required by law, and pay into the county treasury any balance which may be due the county, taking duplicate receipts therefor, and depositing one of the same with the clerk of the county within five days thereafter.

SEC. 42. It shall be the duty of the board of county commissioners of the several counties in this Territory at each annual meeting of said board to examine the county treasurer's "tax-sale book and stub receipts," ascertain the amount of redemption money in the treasury and actual count thereof, and compel the said treasurer to account for the same.

SEC. 43. If any person thus chargeable shall neglect or refuse to render true accounts or settle as aforesaid, the board of county commissioners shall adjust the accounts of said delinquent according to the best information they can obtain, ascertain the balance due the county, and order suit to be brought in the name of the county therefor; and such delinquent shall not be entitled to any commission, and shall forfeit and pay to the county a penalty of twenty per cent additional on the amount of funds found due the county.

SEC. 44. It shall be the duty of the board of county commissioners of the several counties of this Territory to cause to be published in a newspaper printed in its respective county a full and complete report of all its official proceedings at each regular and special meeting, such proceedings to be so published as soon after any meeting of the commissioners as practicable, and the board of county commissioners shall pay for the same, as may be provided for. Where a county is without a newspaper the publication may be in a paper published in an adjoining county and having general circulation, or the same may be published by posters as conspicuously posted as required for election posters.

SEC. 45. It is hereby made the duty of the county clerk to make out a full and complete report of the proceedings of each regular and special meeting of the board, and to transmit the same to the publishers of the newspaper selected by such board to publish such proceedings, and said reports to be made out and transmitted by such clerk within one week from the time such proceedings were had. Such clerk shall be allowed by the board a reasonable compensation for such services, the amount thereof to be determined solely by the board.

SEC. 46. It shall be the duty of the publisher of any newspaper selected to publish any proceedings of the board of county commissioners of the several counties to cause the same, when received by him

from any county clerk, to be published in the issue of his paper succeeding the time of their reception.

SEC. 47. The board of commissioners shall, at the expense of the county, furnish, annually and in due season, to the assessors of each county suitable blank assessment rolls, prepared in accordance with the provisions of law, and shall also provide suitable cases and furniture for the safe and convenient keeping of all the books, documents, and papers belonging to each county officer, and also of seals for each of said officers, where the same are required by law.

SEC. 48. Any person who is either elected or appointed to the office of county commissioner of any county in the Territory of Hawaii shall wilfully violate any provision of law, or fail to perform the duties required of him by law, shall be adjudged guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not less than one hundred nor more than one thousand dollars, or by imprisonment in the county jail not less than thirty days nor more than one year, or by both fine and imprisonment in the discretion of the court.

CHAPTER XXVI.

SEC. 1. The county officers, other than county commissioners, coroner, provided for in this act, shall receive such compensation for the services required of them by law, or by virtue of their offices as the board of county commissioners may determine.

The coroner, for full compensation, shall retain all fees to be collected by him as provided by law.

Each member of the board of county commissioners shall receive seven and one-half dollars per diem while actually engaged in county business, and mileage at the rate of 10 cents per mile going to and from meetings of the board, or while out examining any county work, at five cents per mile.

All salaries herein provided for shall be paid monthly, and county commissioners shall be paid immediately on the ending of the monthly session. All fees collected by county officers other than surveyor and coroner shall be paid into the county treasurer for the use of the county.

CHAPTER XXVII.—*Fees.*

SEC. 1. That the officers and persons herein mentioned shall be entitled to collect only the fees and compensations herein allowed and no other except as may be otherwise provided by law.

SEC. 2. The clerks of the circuit court of the counties in this Territory shall collect the following-named fees:

For filing each paper, five cents; for docketing each action on appearance docket, fifteen cents; each entry on appearance docket other than docketing action, five cents; docketing action on trial docket, each ten cents; entering every order, motion, rule, plea, report, verdict, arraignment, ten cents; entering judgments not exceeding five folios, forty cents, each additional folio, ten cents; entering satisfaction on judgment, twenty-five cents; indexing, five cents; issuing any writ except as otherwise provided, twenty-five cents; issuing subpoena, the names contained in one precept to be contained in one subpoena, twenty-five cents; issuing an order of attachment, replevin, arre-

execution sale, or order to carry sentence of criminal execution, fifty cents; issuing commission to take depositions, fifty cents; administering oath in open court, five cents, impanelling and swearing in jury, fifty cents; taking and certifying affidavits, twenty-five cents; approving bond, including justification, fifty cents; docketing judgment, twenty-five cents; taxing costs and making fee bill, per folio, ten cents; making any record or copying any paper required to be copied, per folio, seven cents; certifying fees of jurors and witnesses to county clerk, each name, five cents; entering declaration of alien to become citizen and certified copy of same, one dollar; taking and entering recognizance, fifty cents; making fee bills in State cases, per folio, seven cents; entering indictment in indictment record, fifty cents; certificate and seal, twenty-five cents.

SEC. 3. The sheriff of each county shall collect for his services the following fees and none other: Serving and returning any writ, process, order, or notice, except as hereinafter provided, for the first person, fifty cents, for each additional person, twenty-five cents; serving warrant and making return thereof, seventy-five cents; making arrest as peace officer, fifty cents; serving order of attachment, arrest, or replevin, and returning the same, fifty cents; making levy under execution, fifty cents; appraisement of property, fifty cents; return "no property found," fifty cents; return of "not found," each person twenty-five cents; approving and returning undertaking bond or recognizance, fifty cents; advertizing property for sale, fifty cents; offering for sale or selling property, two dollars and fifty cents; taking inventory of personal property, each day, two dollars; sheriff's deed acknowledged to be paid out of the proceeds of the sale of real estate conveyed, one dollar and fifty cents; summoning talesmen, each, twenty-five cents; for every mile actually and necessarily traveled each way in serving or endeavoring to serve any writ, process or order, venire or notice, five cents: *Provided*, No mileage shall be charged where the distance does not exceed one mile.

SEC. 4. For attending jail when occupied by prisoner or prisoners, one dollar per day; for boarding and lodging each prisoner, seventy-five cents per day, exclusive of lights, furniture, and bedding where jail is provided, and one dollar per day where no jail is provided: *And provided further*, That no mileage covering the requirements of this section shall be taxed or allowed. No person shall be required to pay mileage unless at the time of making return the sheriff make and file with his return, or as a part thereof, statement showing the distance actually and necessarily traveled making service on the first person, who shall be named by him when the writ contains the name of more than one person, and the distance actually and necessarily traveled from the place of making the first service to the place of making service on the second person, who shall be named by him, and so on for each person served, and the distance actually and necessarily traveled in returning, so that the whole route traveled by the sheriff in making service shall fully appear. For each mile actually and necessarily traveled in collecting or endeavoring to collect, or endeavoring to attach any property to satisfy personal taxes under warrants, ten cents, the said fees to be paid by the county in the event of a failure to find property with which to satisfy said tax warrants; attending any court of record, one dollar and fifty cents per day; executing writs of habeas corpus, one dollar; executing order of commitment,

twenty-five cents, ten cents per mile, and transportation and board prisoner under requisition, when made by the governor; commiss for collecting money on sale, first one hundred dollars, five per ce the next four hundred dollars, three per cent, the second five hund dollars, two per cent, all over one thousand dollars, one per cent, half of the foregoing rates on collections without sale; for post each notice of election, twenty-five cents, and ten cents per mile each mile actually and necessarily traveled: *Provided*, That no mile shall be allowed where the distance traveled is less than one m Sheriffs may, where jails are insufficient for the safekeeping of p oners, employ such guards as are actually necessary; for the serv of such guard or guards the board of county commissioners sh order warrants to issue to such guard for reasonable compensation actual service, to be paid out of the county treasury.

SEC. 5. District magistrates shall receive the following fees: Mak entry upon magistrate's docket, required by law and not otherwise p vided for, twenty-five cents; entering order of dismissal, or adjou ment, or continuance of summons for jury, or other order of two fol or less, fifty cents; each additional folio, ten cents; all transcripts a copies, per folio, ten cents; certificates, twenty-five cents; acknowle ment of deed or other instrument, twenty-five cents; filing paper, 1 cents; approving bond or undertaking, fifty cents; administering ea oath, ten cents; jury trial, each day or part thereof, one dollar; tra mitting papers, fifty cents; entering any judgment or satisfaction, transfer of judgment, of two folios or less, fifty cents; issuing a writ, process or order, fifty cents; rendering judgment, twenty-fi cents; all names included in one precipe shall be in one subpoena, unlc otherwise ordered; performing duties of coroner, same fees as corone marrying and making returns, three dollars, to be paid by the par applying for such service: *Provided*, That in all cases where any pers shall be arrested, charged with felony, and the court shall decide the were not reasonable grounds for such arrest, and when any pers charged with an offense less than a felony shall be discharged for wa of sufficient evidence to convict, or bind over, the prosecuting witne shall be liable for costs, unless the district magistrate is satisfied th the prosecution was malicious.

SEC. 6. The register of deeds shall collect the following fees:

For recording deeds, mortgages or other instruments of writin for the first folio, twenty-five cents.

Each additional folio, ten cents.

Certificate of filing and recording any instrument, twenty-five cent

Each entry on index, including description of property, twenty-fi cents.

For copy of each deed or other instrument recorded, per folio, t cents.

For recording town plats of one hundred lots or less, ten dollars.

Each additional hundred lots, five dollars.

Filing each paper required to be filed, twenty-five cents.

SEC. 7. The county clerk in each county shall collect from the par requiring his services, for the use of the county, the following fees

For recording reports or papers other than such as pertain to or a required by law to be recorded by the county, or copies thereof, a for making copies of any such report or record, per folio, ten cent

Countersigning and entering certificate of redemption, twenty-five cents.

Certificate and seal, when the same is required by law to be made by the county clerk, twenty-five cents.

Taking and certifying affidavit, except upon claims against the county, twenty-five cents.

Filing each paper, except such as pertain to county business, twenty-five cents.

For granting a certificate to purchasers of school lands, one dollar; each additional tract or lot, twenty-five cents.

Issuing license, to be paid by the person receiving the same, one dollar.

Assignment of tax-sale certificate, to be paid by the party purchasing, twenty-five cents.

For recording any mark or brand and giving certificate for same, one dollar.

For recording each certificate of strays and forwarding description of same as required by law, seventy-five cents.

SEC. 8. He shall keep an account of said fees in a book to be provided for that purpose, showing the amount charged and the amount received, from whom and for what purpose, and the date thereof.

The footings for each month shall, at the close thereof, be legibly and correctly entered in said book, opposite the month during which the same have been collected, showing the amount received.

SEC. 9. He shall, on the first Monday of January and the first Monday after the first Tuesday of April and the first Mondays of July and October of each year, make out and present to the board of county commissioners a detailed statement of the amount of fees by him received during the preceding quarter, which report shall be under oath, and the same shall be filed with the register of deeds, and the amount so collected shall be paid into the county treasury every quarter, or oftener, as the board of county commissioners may direct.

SEC. 10. If any county clerk shall fail to make to the county commissioners the quarterly report under oath as herein required, he shall forfeit ten dollars for each day he shall negligently fail to do so; and the board of county commissioners shall in no event audit or order to be paid any salary due him as herein provided until such report shall have been made by the county clerk as herein provided; and if any board of county commissioners shall audit and order to be paid any installment of such salary before the report be made and sworn to by the county clerk as herein provided, each member of said board shall be subject to a fine of one hundred dollars, to be recovered for the use of the general county fund, as in other cases.

SEC. 11. The county treasurer in each county shall collect from party requiring his services, for the use of the county, the following fees: For issuing warrants for the collection of taxes on personal property, one dollar; for certificate of sale of lands for taxes, fifty cents; for certificates of redemption, fifty cents; for making out list of land for the printer, or to be posted, twenty-five cents for each tract advertised.

SEC. 12. He shall keep an account of said fees in a book to be provided for that purpose, showing the amount charged and the amount received, from whom, for what purpose, and the date thereof. The footings for each month shall, at the close thereof, be legibly and cor-

rectly entered in said book, opposite the month during which the same shall have been collected, showing the amount received.

SEC. 13. He shall, on the first Monday of January and the first Monday after the first Tuesday of April and the first Mondays of July and October of each year, make out and present to the board of county commissioners a detailed statement of the amount of fees by him received during the preceding quarter, which report shall be under oath, and the same shall be filed with the county clerk and the amount so collected be charged to him as treasurer.

SEC. 14. If any county treasurer shall fail to make to the county commissioners a quarterly report under oath, as herein required, he shall forfeit ten dollars for each day he shall wilfully fail so to do, and the board of county commissioners shall in no event audit or order to be paid any installment of the salary as herein provided until such report shall have been made by the county treasurer as herein provided; and if any board of county commissioners shall audit or order to be paid any installment of such salary until the report be made and sworn to by the county treasurer as herein provided, each member of said board voting for such allowance shall be subject to a fine of one hundred dollars, to be covered for the support of common schools of the county, as in other cases.

SEC. 15. The county surveyor shall, in addition to his salary, receive five dollars per day for the time actually and necessarily employed in going to and making a survey and returning to his office. For copy of plat of land or certificate of survey, three dollars; making out complete report in all surveys made by authority for the county, two dollars; for recording surveys, per folio, twenty cents.

SEC. 16. Each commissioner for the partition of real estate shall receive for each day five dollars, traveling fees the same as are allowed to sheriffs; but this section shall not limit the right of parties to agree upon a higher rate of compensation for the commissioners in any case.

SEC. 17. Each appraiser in civil actions shall receive five dollars for first day's service and traveling fees the same as are allowed to sheriffs, and when required to serve more than one day in any case, three dollars for each day.

SEC. 18. Jurors shall be paid the following fees out of the county treasury: For attending before any court of record or coroner, for each day's attendance, two dollars; for each mile necessarily travelled in going to and returning from the place of attendance, ten cents; each witness sworn before any coroner or justice of the peace on any inquest taken by him, one dollar; each juror, for attending in any justice court, to be advanced by the party demanding the same and at the time of such demand, and taxed to the party adjudged to pay the costs, one dollar; and two dollars for each additional day they shall attend on the same.

SEC. 19. The clerk of the district court shall keep a record of the attendance of jurors at each term, and of the attendance and fees of witness when claimed during the term.

SEC. 20. Within ten days after the close of each term of a court of record, the clerk thereof shall return to the board of county commissioners a statement of the attendance of the jurors at such term and their mileage as taken by him, together with a statement of the attendance and mileage of witnesses in all criminal cases claimed and for which the county is liable.

SEC. 21. Each officer herein named shall cause a list of fees allowed by law to be charged by him to be posted in his office, in some conspicuous place, under penalty of three dollars for each day he shall neglect so to do.

SEC. 21a. No officer serving any process shall be entitled to any fees for the same unless he return, on such process, the amount of his fees and the items thereof.

SEC. 22. All fees and sums paid by either party for fees of witnesses and other necessary expenses, in any civil action or proceeding, shall be proved by the affidavit of the party, of some person knowing the same to have been paid; and all such fees shall be taxed and collected from the party ordered or adjudged to pay the costs.

SEC. 23. Any person liable for any costs or fees shall be entitled to receive on demand a certified bill of the same, in which the items of service, and the charge therefor shall be specifically stated.

SEC. 24. It shall be the duty of the sheriff or other officer collecting costs on execution in this Territory, after retaining his own fees, to pay the residue of such costs collected to the clerk of the court from which the execution issued, or to the justice, and take a receipt therefor.

SEC. 25. It shall be the duty of the clerk of the court or magistrate receiving any costs belonging to any other person, to hold the same, subject to the order of the person entitled thereto, and to pay the same over on request; and if such fees shall not be called for within one year after having been received, the officer shall pay the same into the county treasury and take a receipt therefor.

SEC. 26. No officer shall receive any fees for constructive services or mileage in any case: *Provided*, That any officer who shall charge or receive any greater fee than is herein provided for, shall be deemed guilty of a misdemeanor, and shall, upon conviction, be fined in any sum not to exceed twenty-five dollars for each offense.

SEC. 27. A folio shall consist of one hundred words, and figures shall be counted as one word.

SEC. 28. No fees allowed by this act shall be due or demanded until the services for which such fees are chargeable shall have been performed.

SEC. 29. That each county officer, before entering upon the discharge of the duties of the office to which he has been elected, shall enter into a bond payable to the board of county commissioners of the county for which he was elected, in such sum and with such sureties as may be prescribed by the board of county commissioners, where not otherwise provided by law. Said bond shall be conditioned for the prompt and faithful performance of the duties of the office and the surrender of the books, furniture, and other property connected with the office to his successor on the expiration of the term of the obligor.

SEC. 30. It is hereby made the duty of the governor of the Territory of Hawaii, on or before the first day of June, A. D. 1901, to issue and publish a proclamation transferring to each county of the Territory erected by this act all of the following public property located within the boundaries of each of said counties, to wit: The court-house and jail building, all furniture and fixtures of every kind and character situated therein, the enclosure surrounding said building, all tools, engines, and machinery used by the public works department within said county, and relinquishing any and all claim of the Territory of

Hawaii to each and every item of said property. Said proclamations shall operate to pass the title to each item of said property from the Territory of Hawaii unto each of said counties.

SEC. 31. All laws and parts of laws in conflict with this act hereby repealed.

SEC. 32. This act shall take effect from and after the first day of June, 1901.

EXHIBIT No. —.

MEMORIAL OF NICHOLAS RUSSELL.

OLAA, HAWAII, *September 20, 1901*.

To the chairman of the Subcommittee of the Insular Committee, United States Senate.

SIR: In reading the reports of the Philippine Commission^a I was struck by the analogy between the condition of the Philippine Islands under Spanish rule and that of the Hawaiian Islands under the rule of sugar corporations.

It is said in those reports that a parish friar priest in the Philippines—

at first actually, and afterwards by law, came to discharge many civil functions; to supervise, correct or veto everything which was done or thought to be done in the pueblo which was his parish.

That among many other duties—

he was inspector of primary schools; president of the health board and board of charities; president of the board of urban taxation; president of the board of public works; * * * president of the board of statistics; president of the census taking of the town; * * * censor of the municipal budgets; * * * president of the prison board; * * * member of the board of partitioning Crown lands; councilor for the municipal council; supervisor of the election of the police force; censor of the plays, comedies, dramas, etc.

By substituting “manager of a sugar plantation” for a friar priest, we are landed straight on the Hawaiian Islands.

Taking as an example the district where I am living, we find that the manager of a sugar plantation, besides having under control the whole of the economical department; production of sugar cane; commerce (two plantation stores), besides being the principal and practically the only employer of labor (over 2,000 laborers, nearly all Japanese), and as such controlling consumption; besides being the local representative of the local railroad corporation, which practically is identical with the local sugar corporation; besides being the representative of the largest landholding in the district (14,000 acres in fee simple and considerably more in long leases); that besides all this directly or indirectly, through his clerks and employees, he is president of the local road board, agent of the board of health, school agent, postmaster of the two post-offices; that he is controlling local police by paying half of the salaries; that he is agent of the census taking, notary public, etc.

Such long titles as those of the Philippine friar and Hawaiian sugar

^a Message of the President of the United States, 1901, page 25.

plantation manager can be found only with the crowned heads of kings and emperors in Europe.

In all three cases the reason is the same: All three are absolute sovereigns.

In passing from a district to the capital we find the same striking analogy. The above reports (pp. 26-27) say:

The archbishops and bishops formed part of what was known in Manila as the board of authorities. The duties of this board were principally to investigate the matters of urgent moment, and in times of crisis to advise the government generally. The archbishops and bishops constituted the section of the board on "government and fomento" (analogous to our Department of the Interior); the archbishops and bishops and provincials of the religious orders also formed a part of the council of administration, a body analogous to the council of state of Spain or France, charged with advising the government generally. Each order had a leading officer resident in Madrid, through whom the court of Spain could be easily and directly reached by the order in the Philippines without the intervention of the civil or military authorities of the islands. * * *

The truth is [further says the same report] that the whole Government of Spain in these islands rests on the friars. To use the expression of the provincial of the Augustinians, the friars were the pedestal or foundation of the sovereignty of Spain in the islands, which being removed, the whole structure would topple over.

Returning to the Hawaiian Islands, we find that all economical and political power is in the hands of fifty-eight corporations, mostly sugar plantations, partly large cattle ranches, which plantations and ranches practically are owned by fourteen companies, these companies being composed of a score of the same individuals in various combinations. This score of sugar planters, holding controlling interests in all agricultural and manufacturing industries of the islands, are organized into the Hawaiian Sugar Planters' Association. The object of the association is to look after the common interest of sugar planters, importation and control of labor, relations to the continental sugar trust, lobbying in Congress, control of local legislation, and administration. It needs to make but one step further and obtain a legislative sanction to become a trust in full, legitimate control of the country, similar to the English East Indian Company before the Indian revolt.

Intending to make a general review of the situation, I can not quote statistical figures and individual facts, but if need be I shall not find much difficulty in corroborating the following statements:

First. That nearly all improvable land is owned in fee simple, or, remaining public, is held under long leases by this score of individuals.

Second. That it is the same with all manufactures, with the exception of some hand trades.

Third. That the same score of men own and control all the inter-island steamship lines and all railroads.

Fourth. That directly or indirectly they own and control nearly all wholesale and retail stores in the towns and in the country, as well as banks, hotels, telephones, light and power concerns, express, stage, and other paying establishments.

Fifth. That, as ought to be expected, this same score of individuals control the legislative, judiciary (except United States and circuit courts, Territorial), and overshadows the executive department of the government.

As a mass the natives are good children, very sympathetic, possessing many talents and virtues, and deserving a better future. They are peaceful, contented, honest, requiring but little in respect to material comforts, good, though not steady workers, very capable in mechanical

pursuits, but especially in music and arts. They are easily influenced, versatile, imaginative, with but small capacity for abstract thinking. Under certain favorable conditions they are capable of modern culture, civilization, and self-government, and are not, like many Indian tribes, doomed to disappearance. Were they a hundred times as numerous as they are, their fusion with the great American nation would be a contribution of a bright, cheery, poetical element not overabundant in American life. Their disappearance could and ought to be prevented. This can not be accomplished, however, under present conditions, based upon an implacable corporate selfishness. As it is now, the position of the natives in opposition to corporate monopoly, with all self-government granted to them and numerical preponderance at the ballot box, is untenable and hopeless.

However sympathetic a native may be in his natural surroundings in his little village on the sea beach, where he is fishing, planting taro, picking cocoanuts, raising pigs, singing, sunning, airing, and leading the life of a happy child, he becomes a different person when driven into the towns through dispossession of the little patch of ground which is needed for sugar cane. Those lands have become valuable for cane, and the native is too indolent and careless of the future not to mortgage or alienate at any time when the opportunity presents itself for feasting a friend or relative. The temptation on both sides—viz, on the part of a neighboring sugar plantation and the native homesteader—is too strong to be resisted, and the alienation is going on systematically and rapidly. Once dispossessed of his patch of ground the native is driven into the city or town, where he has to become either a steady laborer or look for more congenial, easy odd jobs. For steady, patient, muscular work, day after day and month after month as I said, he is seldom capable. Manual trades he is taught only in a few schools and this but recently, and there is hardly a trade where he does not meet a stronger competition from white men. The education of the natives is most elementary. Intermediate schools are few and those are designed for and filled with the select few. Schools of high professional education do not exist. Those abroad are inaccessible to an average native. All the higher walks of life are closed to him. What remains? For the mass of this class, prostitution, either of the body for the female, or that of the soul for the male. This is the reason why native girls and women fill the ranks of prostitutes in towns, while the most ambitious, the least scrupulous, and perhaps the brightest males crowd the ranks of inferior officials, detectives, police court employees, and politicians. For commerce or any mercantile pursuits the natives are hopelessly incapable. Driven into towns, where nothing is prepared to receive them and make of them a useful class of citizens, they are demoralized not only morally but bodily as well. They quickly become victims of tuberculosis, syphilis, and leprosy—the three principal and immediate factors of speedy degeneration of the native race.

The parts of servants, petty lawyers, detectives, politicians, and go-betweens of every description are slippery and dangerous parts for any well-balanced white men, and infinitely more dangerous for the unbalanced, uneducated, unprepared native, emerging straight from the age of stone. What wonder that he is speedily demoralized to the core, if, in order to hold his own in the struggle for existence, he abandons the virtues of both whites and natives and adopts the prac-

of the vices of both? The destiny of this class of people is very sad indeed already from a purely humanitarian point, but it becomes a social danger when they assume the leadership of the voting majority, and as such are called to make laws for the country, and that is exactly what takes place. Owing to their knowledge of the native language, of native psychology, of native prejudices; owing to the unscrupulousness and turpitude, to the lack of any moral, social, or political principles, peculiar to the above-enumerated trades and occupations everywhere, to the versatility of character and the glib tongue; owing to the ignorance and the corresponding self-conceit and impudence, they easily assert themselves as leaders of their credulous, over-confident people.

Racial jealousy, however bad, is the best of all the motives that animate them in their opposition to the government of the corporate monopoly, and this only as long as not appeased by personal favor and considerations. Without blushing they openly appeal to the principle that "to the victors belong the spoils," thinking it is an ethical axiom generally recognized and adopted all the world over. As little as the sugar planters do, they realize the natural consequences of annexation and the unavoidable necessity of reforms on American lines in their own interest. No social or political principles or ideals in regard to the welfare of the whole country underlie their opposition. If they could but succeed in placing a native in every office in the Territory, and through it partake of the crumbs falling from the tables of the sugar planters, they would be ready to leave things just as they are. The only political measure on which all of them unite is the local self-government, and this, I am sorry to say, not because of the principle itself and its value to the people or the community at large, but because it creates a large number of small offices which they rightly expect to fill with their native friends on account of the numerical preponderance of native voters in every part of the country. Sugar planters (in this case seconded by many white men) are naturally opposed to the measure, not only because it takes political power, which they have so much abused, out of their control, but also because it practically surrenders this power into the hands of the unprincipled, unscrupulous, and incapable class of natives above mentioned.

So much about the natives. Now let us look at the part played by a small, independent farmer, merchant, or manufacturer on these islands. To begin with, I quote from the report of the governor of the Territory for the last year:

Small holdings.—What can the man of small means do in the way of agriculture? No one seems to care to take the responsibility of saying that he will be successful. Experiments along these lines are being made, but no definite results have been reached. In former years most of the cereals were raised on the mountain lands of moderate elevation, but the industry was abandoned many years ago with the exception of corn and potatoes. These are still grown on the high lands of the Kula district, on the island of Maui, and to a very limited extent in Hilo and Hamakua districts, on the island of Hawaii, principally by the homesteaders.

The growing of the fruits of the temperate zone has never been systematically attempted. Citrus fruits do well in many of the districts, but no large tracts have been devoted to their culture, the main supply coming from the trees that grow at random. The culture of the pineapple is now receiving considerable attention, but the immense yields from the small acreage indicate that the industry may easily be overdone. Coffee seemed once to be the crop suitable for a man of small means, but unfortunately it has not proved so; low prices and high wages having rendered its cultivation unprofitable. The small farmer, as he is known throughout the Eastern and Pacific States, is unknown here. The man who desires to become a pioneer in this work is welcome, and he will find land at such prices as would seem to war.

rant his making the attempt; but he will find much to contend with and conditions that are new and untried. This view may be discouraging, but I believe that it would be unfair to make rosy statements that could not be fulfilled. There are so many conditions that enter into the subject that it is difficult to make a correct estimate of probable results. Transportation of products has an important bearing upon the question. Insect pests are numerous and seem to be on the increase. Soils vary so greatly in character that while several products may do well in a locality others are complete failures.

We acknowledge that as a statement of general facts these words of the governor are pretty correct, with the exception, perhaps, of cheap land and the true causes why the small farmer can not succeed. In regard to government land given to settlers, it is not cheap. In the district where I live lands whose clearing requires \$100 an acre are sold at the rate of \$6 to \$12 an acre, instead of \$1.25, as in the States. On this land the settler has to pay 8 per cent yearly interest from the first day until the purchase is effected. The law under purchase-lease contracts demands besides that the settler, whether it is necessary or not, has to maintain his residence on the premises from the end of the first to the end of the third year. It also demands that 25 per cent of the area should be planted, no matter whether any crops can or cannot be grown or sold profitably. The experience of coffee planters in this district was that after fulfillment of all these conditions an acre of land cost the planter \$72 and—at least in coffee—brings nothing.

As for the causes why the small farmer can not succeed, they are not clearly stated in the governor's report and convey the meaning that all mysterious forces have combined to make the small farmer unknown in Hawaii—transportation facilities, uncertainty of soils, and variety of pests—although the governor admits that in former times cereals and other crops have been, and still are, grown successfully on the islands, so far as natural conditions are concerned. The executive, overshadowed by the Hawaiian Sugar Planters' Association, could not have been more truthful. It behooves somebody else to tell the rest.

Residing continuously for ten years on these islands, of which eight years have been spent in small farming, I do not deny the existence of some of the natural difficulties mentioned in the report. I do not think, though, that those difficulties are any greater here than in any section of the American continent, where the small farmer is not a rare bird. The pests, uncertainty of the soil, and the rest can be, and to some extent are, overcome by proper measures. We may add to the list of these natural difficulties enumerated in the report one which is not mentioned therein, but which is always put forward by the sugar planters when the question of Asiatic or white labor arises. It is their assertion that the climate of Hawaii does not admit of white labor; that white men can not work in the open fields, at least. As a physician who has made this climate and its effects a study, I can say that the above assertion contains but a small amount of truth and that the problem, as usual, is more complicated than is generally supposed.

This small speck of a Territory is far from having any uniform climate, thanks to its mountains and its trade winds. These two elements are the causes why there are many different climates on these islands. The element of temperature provided by various elevations, from zero to 14,000 feet above the sea level, at the top of the highest mountains, is the cause why from tropical lowlands we pass, gradually ascending, to temperate, and further to really cold regions. The element of trade winds renders one side of the islands wet and the other

dry. Of course dryness and humidity also vary with temperature and with altitude. The result is that in this small country we have all possible combinations of dry, wet, hot, and cold climate. There are regions hot and dry, others cold and dry, others hot and wet, and still others wet and cold. This fact alone renders any universal assertion like the one above stated preposterous, even in regard to cane planting, which planting is made nowadays as high as 3,000 feet.

There is some truth in the assertion only in reference to the lowlands, mostly flat coral fields of the coast. It is true these are the most populated regions, on account of cane, rice, and taro planting, and fishing. Their unwholesome climate is due only and exclusively to malaria, which is the result of total lack of drainage of numerous swamps and marshes breeding mosquitoes. Still, even the malaria of these lowlands is of the same mild character as in any temperate country under the same conditions. Neither pernicious forms of malaria nor enlarged spleens are observed. It produces but a certain debility of the system with those whites who do not possess any natural immunity. Thanks to a remarkable porosity of volcanic soils, already at the elevation of 500 feet one is generally out of the reach of malaria. Since malaria affects men only between sunset and sunrise, the mischief could be easily avoided even on these lowlands by providing the white laborers with headquarters above 500 feet, which elevations are always at hand in the immediate vicinity.

As for altitudes over 500 feet, unless under exceptional circumstances of interference with the drainage, they are totally exempt from malaria, and the ability of white men to live and work there could not be questioned.

High temperatures do not cause any trouble, because there are none. In the hottest seacoast leeward sections it hardly ever reaches 90° F. in the shade. The surrounding ocean and mountain breezes and the trade winds moderate the temperature so that even continental summers of far more northern latitudes are hotter. In ten years of medical practice I have not met with a single case of sunstroke. At elevations of 1,000 to 1,500 feet the temperature on hottest summer afternoons never exceeds 84° F. The fact that from 200 to 300 Galicians from Austria, all white men, have been working in the fields by the side of Japanese for nearly five years, in all parts of the country, is sufficient illustration.

An endemic disease, a variety of typhoid fever (called, erroneously, typhoid-malaria), very prevalent in the country among Japanese, as well as natives and whites, is due to infection of drinking water with typhoid-fever germs. The infection takes place in the mountains, covered with cattle ranches where primitive methods of cattle raising are practiced. The mountain streams and rivers, practically the only sources of drinking water for the country below, are filled with the rotting carcasses of animals. The sanitary service, like nearly every other public service, being nominal, no attention has ever been paid to this, and typhoid fever continues to decimate the population.

A dangerous intestinal parasite, called *Anchylostomum duodenale*, is another local scourge totally ignored by the board of health.

I mention these diseases without any connection with the question of white labor, since they do not discriminate between Asiatics, whites, and natives; all nationalities and colors are equally likely to be affected.

All real reasons why small farming and diversified industries do not take root on these islands may be traced to one source—the concentration of economical and political power in the hands of a few.

Neither small farming nor diversified industries are in the interest of those few. The sympathy of some of them with a system of small farming and diversified industries is very platonic. To admit such elements into this country in any degree worth speaking of would mean competition and curtailment of the supreme power of the Hawaiian Sugar Planters' Association on all sides—production, commerce, and politics.

The production in varied industries of small farmers would mean the offer on the local markets of great numbers of articles which at present fill the bottoms of returning sugar ships, which ships otherwise would return with ballast. It also means the curtailment of commissions realized in buying those goods on the coast and the curtailment of good profits to sugar-planting mercantile corporations, who at sale and retail, in selling them here to consumers.

Such small farming and varied industries would mean the creation of a class of independent small farmers, industrials, and merchants and the abolition of commercial monopoly. It would mean the establishment of new steamship lines of communication with the American coast and between the islands to compete with the monopolistic lines of sugar planters. It would mean competition in the employment of labor, which is not sufficient to cover the demand even of the sugar planters. It would mean a higher value on land in general and competition in public lands, which at present are under the control of plantations at nominal prices. The great majority of present so-called homesteaders are merely mediators in transferring public lands to sugar corporations, because those lands nowadays are good for nothing but sugar planting. But—what is most dangerous to the sugar planters' interests—such a system of small farming and varied industries would result in the creation of a numerous independent class of voters.

To sum up, the introduction of variegated industries and small farming would mean the establishment of an American system of free republican and democratic principles and the end of sugar planter supremacy.

Under present conditions the position of small farmers, both in cane growing for the corporations' mills and in other agricultural pursuits, is untenable, because the system of monopolistic large land holding and the system of small farming are incompatible. It is untenable in growing cane, because the Territory being divided into spheres of influence among various mills and corporations the cane grower finds only one corporation as customer, and that customer absorbs all the possible profits in raising cane, succeeding by various devices in reducing the farmer's part to that of an unsalaried help. It is untenable in any other agricultural pursuit, because after having succeeded in raising any produce, in spite of expensive credit (10 per cent), uncertainty of soil and climate, and the necessity of carrying on experimental work for himself and by himself,^a in spite of relative high price

^a So-called U. S. Experiment Station, as at present, is of no use whatever. experiments, if any, are carried on in Honolulu, whose soil and climate not only are thoroughly known already, but who have nothing in common with the varied conditions of soil and climate of the most important sections of the Territory.

public lands, the high rate of interest charged until paid (8 per cent), of its requiring considerable capital for clearing and improving, in spite of expensiveness of living and of labor—after having succeeded in raising any produce in spite of all these adverse circumstances he (1) has no access to any market except in the immediate neighborhood on account of exorbitant charges by transportation companies, who are subsidiary to sugar corporations. These transportation companies having made contracts at very cheap rates (below cost) with sugar corporations for plantation freights, make up their losses, and very good dividends into the bargain, by charging excessive rates to everybody not connected with the sugar corporations. As an instance, I state that while sugar companies pay \$3 a ton for freight from Hilo to Honolulu, we pay for parchment coffee in bags \$8 a ton for the same distance, while the cost of a ton to San Francisco is but \$5; (2) he is unable to compete in the limited local market with goods imported by sugar planters and sold in their retail stores, they having the advantage of access to cheap market and cheap transportation facilities in the bottoms of returning sugar ships.

As a member of the last Territorial legislature I made an attempt to effect some of the immediate needed reforms. For this purpose the following bills were introduced, partly in the senate, partly in the house, directly or through other members:

1. House bill No. 75. An act providing a system of taxation for the Territory of Hawaii. (See Exhibit No. 1.) The principal object of the bill was a more just distribution of the burdens of taxation among various classes of taxpayers. Being practically the only beneficiaries in the Territory, holding the country under full control, under the old system of taxation sugar planters did not and do not pay one-third of what they ought to. They try to run the country on such resources as selling public domain, exorbitant registration fees, indirect taxation of the mass of the people by licenses, etc. While relieving the homesteader and artisan, this bill increased the taxes on manufacture of sugar and other profitable business. Another object was, through the introduction of an area tax, to put an end to the large holdings of unimproved land held for speculation, compelling such holders to settle the land with actual homesteaders and improve it or to surrender it to the Territory. It had a further object—to compel the cattle ranches to adopt a system of cattle industry more rational and less injurious to the interests of the country.

2. Senate bill No. 68. A public health act. (See Exhibit No. 2.) The object of this bill was reorganizing of the public health service on modern lines, creating a real sanitary service in lieu of a nominal one.

3. Senate bill No. 42. An act to control and regulate the manufacture, transportation, and sale of liquors, opium, awa, and other intoxicants within the Territory of Hawaii. (See Exhibit No. 3.) This bill being practically the introduction of the dispensary system of South Carolina in a modified form corresponding to local conditions. Its purpose was to reduce the evil effects of private traffic in liquors upon the health of the natives, doing away with private profits.

4. House bill No. 65. An act creating the office of transportation commissioner. (Exhibit No. 4.) The purpose of the act was to place under some degree of Territorial control the transportation companies as practiced on the continent of the United States.

5. Senate bill No. 62. An act to create, establish, and locate an

agricultural college and model farm, providing for the management thereof, and appropriating money for its maintenance and development (Exhibit No. 5.)

6. Senate bill No. 31. An act to provide for a high school and conservatory of music, under the department of public instruction, Hilo, island of Hawaii. (Exhibit No. 6.)

7. House bill No. 44. An act to establish and maintain school libraries. (Exhibit No. 7.)

The object of these last three bills was to raise the educational standard of the natives and open to them some desirable trades and professions.

These seven bills, together with the substitute to House bill No. 4 creating counties and municipalities, in my opinion comprise the most urgently needed reforms in this Territory.

For the reasons formulated in my resignation of the office of president of the senate (Exhibit No. 8), and substantiated in these preceding pages, none of those bills have passed, the whole regular session, as well as an extra session, having been spent in lengthy, barren, "re-tape" debates and personal encounters with the members of the executive.

From all above stated it is clear that in annexing the Hawaiian Islands the United States has annexed a child, throttled by a wolf in a corporate monopoly, and that the policy of laissez faire, of let go however commendable on general principles, in this particular case is criminal—as criminal as leaving the Filipino people in the clutches of the Spanish friars.

Whatever steps the United States Government sees fit to take in this direction, one question demands immediate solution—whether this Territory is intended to remain as it is, a capitalistic colony, where a few American and foreign capitalists and the transient Asiatic labor are the only beneficiaries, or is it to become an integral part of the body of the great Republic? On this pivotal question rests the whole future practical policy in regard to these islands, which do and will continue to suffer as long as this question remains undecided.

NICHOLAS RUSSEL,
Senator of the Territory of Hawaii.

HILO, HAWAII, *September 20, 1902.*

EXHIBIT No. 1.—House bill No. 75.

Introduced 29th day of March, 1901, by W. B. Nailima. First reading in House, March 29, 1901.

AN ACT providing a system of taxation for the Territory of Hawaii, and repealing all laws heretofore passed and in force relating to taxation.

Be it enacted by the Legislature of the Territory of Hawaii:

SECTION 1. For the purpose of taxation, the Territory of Hawaii is hereby divided into as many taxation divisions as there shall be counties in the Territory. Each county shall constitute a taxation division.

SEC. 2. All property and other sources from which taxes are derived shall be determined and assessed as of the 1st day of January of each year, but shall be determined and calculated from the books and accounts of the previous year as shown at the close of business Decem-

ber 31st. Such assessment shall form the basis upon which public revenue shall be collected during the year in which the assessment is made, and taxes shall be due on the first day of November of each year and payable at the office of the county treasurer in each county. Upon the first day of January following each assessment, the taxes due by reason thereof shall become delinquent and a penalty of ten per centum shall be added. On the first day of each month thereafter an additional penalty of one per centum shall be added to the original tax until date of sale or payment.

SEC. 3. At each general election there shall be elected, in each county one county assessor, who shall qualify in the manner provided by law for the qualification of county officers and who shall hold his office for two years and until his successor is elected and qualified.

SEC. 4. Each assessor may appoint such a number of deputies as the board of county commissioners shall direct, and each deputy before entering upon the discharge of his duties, shall qualify in the same manner as is required of the assessor by law.

SEC. 5. Subject to the supervision and control of the assessor of each county, every deputy shall, within and for the county in which he was appointed, have all the power and authority and may do and perform all the duties of the assessor, except the appointment of deputies.

He shall also be subject to the same obligations and penalties to which the assessor is subject.

SEC. 6. Each assessor shall be responsible for the acts of his deputy or deputies, for the correct and full assessment of the taxes within his county, and making of returns to the county clerk. Each assessor shall receive such compensation as may be provided by law for compensation of county officers, and each deputy shall receive such compensation as may be fixed by the board of county commissioners in the county for which he was appointed.

SEC. 7. The county clerk shall furnish to the assessor all the necessary blanks, books, and stationery.

SEC. 8. For the purpose of assisting the assessor and his deputies in arriving at a correct assessment, the county clerk, county surveyor, and register of deeds within his county shall render the assessor and his deputies all assistance possible, and shall allow the assessor and his deputies free and full access to the records, maps, and files in their respective offices.

SEC. 9. On the first day of January, or as soon thereafter as possible, the Territorial treasurer shall transmit by mail to the county clerks in each county a statement showing the annual corporation exhibits of all corporations owning real or other property, or doing business within such county, for the use of the assessor and his deputies, and from year to year such additional corporations as may be formed or dissolved in such county.

SEC. 10. It shall be the duty of each assessor to gather and tabulate, under appropriate heads and in proper books, all information necessary and proper for the ascertaining of areas, names of owners, kind of title, and all other information concerning the basis upon which assessments are made for taxation purposes, and all such books shall belong to the county and shall be returned to the county clerk.

SEC. 11. In the discharge of his duty any assessor or deputy assessor shall have the power—

To inspect and examine the records of any public office with charge;

To inspect and examine the books and accounts of any partnership, or corporation during ordinary business hours;

To enter, after making known his intention to the owner or occupant thereof, any building, premises, or property whatever, except dwelling houses;

To examine under oath any person or persons as to their knowledge of any matter pertaining to assessment, and may reduce such evidence to writing if he deems it necessary;

To administer oaths in all matters relating to assessments, and oaths so administered shall have the same force and effect and shall subject the person making such oaths to the same pains and penalties as if administered by any other officer authorized by law to administer oaths;

To take depositions, under the rules of the court, of any nonresident of the county concerning any matter relative to assessment and taxation;

To apply to the court, in the name of the county, for any writ or order which may be necessary to obtain a perfect assessment, provided that such application to a court for any writ or order shall be approved by the county attorney.

SEC. 12. At the time of making any assessment, or within thirty days thereafter, the assessor may deliver to the person, partnership or corporation, either personally or by mail, postage prepaid, an abstract of assessment, showing all material data on which such assessment is based, and the total amount returned for assessment, showing the right of appeal to the circuit court.

SEC. 13. This act shall be sufficient notice of the time, manner of assessment, collection, and delinquency of taxes, and no further notice shall be required or given, except as hereinafter provided. The assessor and his deputies shall commence making assessments in each county on the first day of January of each year, or as soon thereafter as it is practicable, and continue without unavoidable delay until the assessment in the county is completed. The assessment in each county shall be completed and full returns thereof made to the county clerk on or before the first day of March in each year; but if, from an unavoidable cause, such assessment is not completed on the first day of March, the county commissioners may extend the time of completing such assessment not to exceed thirty days. And when such assessment is completed all books and papers connected therewith shall be filed with the county clerk.

SEC. 14. After the assessor shall have made complete returns, should any person or property or resource for taxation be discovered which the assessor omitted, the county clerk and the county treasurer, acting together, are hereby authorized and empowered, with all the prerogatives vested in the assessor, to make such omitted assessment and add it to the assessor's returns. And the county clerk shall notify any person so assessed by mail, enclosing an abstract of assessment, as provided in section 12 of this act.

SEC. 15. On or before the fifteenth day of December of each year every incorporated city or town within this Territory shall, by its governing board, furnish to the county in which it is located a written certified statement showing estimates and the total amount of money

ded by such municipality for public purposes for the following year, and decided upon and ordered to be levied and collected, and showing the estimated population of such incorporated city or town within the corporate limits. Such certified statement of estimates and order for levy of taxes shall be filed with the county clerk, who shall report it to the board of county commissioners at its regular December meeting, when said board of county commissioners shall fix the amount so reported upon all the sources of taxation within the incorporated limits of such city or town in addition to the amount levied for Territorial and county purposes.

Such municipal taxes so levied shall be assessed by the county assessor, extended upon the tax list by the county clerk, and collected by the county treasurer, the same as all other taxes, provided that all such municipal taxes shall be levied, assessed, and collected within the incorporated limits of such city or town, and when collected the county treasurer, at the end of each month, shall turn over to the proper officer of such incorporated city or town the amount of such municipal tax collected during the month, taking a receipt therefor.

All money for municipal purposes so levied, collected, and paid over shall be subject to the control of and appropriated by the governing board of such an incorporated city or town: *Provided*, That nothing in this section shall be construed so as to prevent the proper officer of each city or town from collecting fines, licenses, and other public monies belonging to such city or town derived from any of its ordinances not in conflict with this act.

SEC. 16. Any county in this Territory may levy an additional tax for general or special county purposes, for use of such county, in the following manner: At a regular meeting of the board of county commissioners, to commence on the fifteenth day of December of each year, or if the fifteenth fall on a Sunday or on a legal holiday, then on the day following, such board shall determine and decide upon the total amount of additional tax not otherwise provided for and make an estimate of the population of such county, including all incorporated cities and towns in such county, and shall thereupon order that such amount of additional tax, so fixed, be levied for the following year, and collected in addition to all other taxes for the use of such county. Such additional county tax so levied shall be assessed by the county assessor, extended upon the tax list by the county clerk, and collected by the county treasurer, the same as all other taxes. The money arising therefrom shall remain in the county treasury subject to the order of the county commissioners. Such estimates and order of the board in levying such tax shall be entered in full upon the records of such proceedings.

SEC. 17. From and after the first day of December of each year prior to assessment as in this act provided, the county clerk shall forward, by mail or otherwise, to every person, partnership, firm, corporation, and concern liable to taxation in their respective counties, the blank tax assessment list, which shall be prepared in advance and distributed to the several county clerks by the Territorial treasurer, such blanks to cover as nearly as possible all the information required under the provisions of this act for the purpose of ascertaining the character and amounts of assessment of all taxpayers within the county.

On the back of such blank shall be printed a digest of this act, as well as examples or exemplification of the methods of calculation to be

used in determining the amount of tax due from each taxpayer and such other data as may be necessary to fully explain the operation of taxation under this act.

The blank shall be filled out by the person, partnership, firm, corporation, or concern, and shall be sworn to and returned to the county clerk not later than the fifteenth day of January following.

The statements made therein may be sworn to before the assessor, any deputy assessor, county clerk, or any other officer authorized by law to administer oaths.

SEC. 18. Upon return of such statements the county clerk shall turn them over to the assessor, who, with his deputies, shall proceed to compare the statements with the maps and charts in the office of the county surveyor and with the records in the office of register of deeds with such maps, charts, and other data as the assessor may have in possession or have access to, and if no deficiency is found between the written statements so returned on the part of the taxpayer and the evidence and finding of the assessor from public or private information then the statement sworn to and filed by the taxpayer shall be accepted, subject to further investigation by the assessor and other persons authorized by this act provided.

Should, however, the findings of the assessor from charts, maps, records, or other information contradict the written statement of the taxpayer, the assessor or his deputy shall at once proceed to the place of business or residence of such taxpayer or of his representative and examine the books, accounts, securities, maps, charts, and all available documentary evidence which he may deem necessary and which the taxpayer shall produce in support of his written statement, and the assessor, upon full consideration, may either accept or reject such written statement and assess such taxpayer according to the findings of the assessor.

SEC. 19. With the exception of city, town, and village lots, all areas of land within the county, its character, quality, value, and situation disregarded, shall be liable for and pay annually a tax of twenty cents per acre.

From this tax on rural areas there shall be exempt all areas the title of which is vested in the United States of America which are not leased or rented; all areas, if any, the title of which is vested in the Territory of Hawaii which are not leased or rented; all areas, if any, the title of which is vested in any county or municipality which are not leased or rented; all areas occupied by Federal, Territorial, county, or municipal buildings used for public purposes; all areas occupied by public schools, hospitals, libraries, public parks, highways, public grounds, public cemeteries, and all public grounds occupied by scientific, educational, charitable, undenominational, and unsectarian institutions; and there shall be exempt from this tax all areas not exceeding one hundred acres in a contiguous form which is owned in fee, used, and occupied by the owner as a homestead and actual bona fide residence, to the exclusion of a house elsewhere; and all entries upon public lands with the right of acquiring title thereto and on which the entryman maintains his home to the exclusion of a home elsewhere and not exceeding one hundred acres, shall be exempt from the payment of this tax.

All lepers residing at Kalawao and Kalaupapa, on the island

Molokai, are exempt from the payment of any tax or taxes upon any property owned and kept by them in either of said settlements.

SEC. 20. Cities, towns, villages, suburbs, and lots and other similar aggregations of population, whether incorporated or not, each and every one separately shall be taxed for the amount corresponding to the proportion of their respective estimated population to the estimated population of the whole Territory, so that the respective share of taxation falling upon such city, town, village, or suburb shall represent the same fraction of the whole estimated amount of area tax due from the whole Territory as that fraction which its population bears to the whole estimated population of the Territory. Thus if the whole estimated population of the Territory is one hundred thousand and the whole Territorial area four million acres, the total amount of area tax to be raised in the territory one million dollars, and the population of a town or village one thousand, then such village as a whole shall be taxed one hundredth part of one million dollars, viz, ten thousand dollars, to be paid by the inhabitants of such town or village as hereafter provided.

SEC. 21. In order to justly divide the said area tax on real estate falling upon the whole city, town, village, or suburb among the owners or lessees of such real estate, the assessor shall generally take the post-office site as a center of the highest improved value of land in such city, town, or village. Taking a map or plat of such city or town or village, he shall mark on it with a compass as many concentric circles as the sudden or gradual decrease of unimproved value in inverse ratio to the distance from the post-office or other center established by the assessor justifies.

This will give him a number of zones in which the unimproved value of the real estate is, for taxation purposes, practically about alike.

Every lot, parcel, or tract of real property within each zone shall be taxed in inverse ratio to the mean distance of such zone from the post-office or other center established by the assessor multiplied by the number of square feet contained in such lot, parcel, or tract.

SEC. 22. Should the site of the post-office not practically correspond with the center of the highest unimproved value of real estate in the city, town, or village, the assessor shall take for a center another point on the map, or divide the city, town, or village in two, three, or more taxation precincts, fixing the center of the highest unimproved value in every precinct separately, and taxing every precinct as if it stood alone.

In difficult cases, for instance, if the property lies between zones and in exceptional cases, the assessor may take for the basis of assessment the unimproved value of land in the block where the property is situated, and, considering such value, he shall refer such property to a zone where the unimproved value is the same and tax it as the property situated in such zone.

All rules in regard to assessment blanks and the control of assessment by the assessor over the statements returned provided for in sections 17 and 18 of this act shall be applied to the returns made for city, town, or village property.

The following city, town, or village property shall be exempt from the payment of this tax, outside of the business portion of the city or town, which shall be determined by the assessor, six thousand square

feet out of the total amount of real property owned in fee or held under lease or rented by a tenant and occupied by such owner, lessee, tenant for a house and bona fide residence to the exclusion of a house elsewhere; also all city or town property vested in the United States and all other property named, classified, and enumerated in section of this act.

SEC. 23. From all estates of deceased persons, which are destined to pass or bequeathed in direct line of relationship, whether decedent or ascendant, there shall be collected by the county treasurer in the county where the estate is probated, a tax of ten per cent on the actual value of the whole estate, as established by the probate or circuit court.

From all estates that are bequeathed or passing in any collateral line of relationship, in like manner there shall be collected a tax of twenty per cent.

From all estates bequeathed or passing to strangers, in like manner there shall be collected a tax of twenty-five per cent.

Estates bequeathed or passing to unsectarian and undenominational public institutions, such as schools, hospitals, libraries, museums, theaters, and other public educational, scientific, and charitable establishments, are exempt from the payment of this tax.

Ten thousand dollars out of the total value of the estate to whomsoever bequeathed and whatever be the amount of the estate is exempt from the payment of this tax.

SEC. 24. No tax shall be levied upon any raw agricultural, horticultural, or floricultural produce in whatever quantity produced; nor shall any simple mechanical procedure connected with its production, such as presses, hullers, shellers, polishers, graders, and like simple machinery used on and about the premises where the produce is grown. The use of such simple machinery shall not be construed as to class persons using them as manufacturers.

SEC. 25. Each manufacturing establishment, whether owned by individuals, partnerships, or corporations, shall pay in the county where such manufacturing establishment is located annually a tax of four per cent on its yearly gross receipts, to be collected by the county treasurer, and the words "manufacturing establishment" shall mean and cover all factories, mills, and work shops that by use of complex machinery and chemical process, or either or both, transform the raw material or produce into various classes of goods for the market. One thousand dollars out of the total amount of yearly proceeds of such manufacturing concern is exempt from the payment of this tax.

SEC. 26. All mercantile establishments and concerns, both wholesale and retail, whether owned by individuals, partnerships, or corporations, shall pay annually a tax of two and one-half per cent on the total amount of yearly sales or gross receipts, to be collected by the county treasurer.

The words "mercantile establishments or concerns" shall mean and cover all stores, wholesale and retail, shops, hotels, restaurants, fruit markets, meat markets, mercantile agencies, and other similar persons, partnerships, and corporations who buy and sell goods for profit. One thousand dollars out of the gross receipts of such mercantile establishments is exempt from the payment of this tax.

SEC. 27. All banks, loan and trust companies, brokers, commission merchants, and all other persons, firms, and corporations dealing in loans, exchange securities, commissions, interest, and like business

and profits shall each pay an annual tax of two per cent on its paid-up capital and surplus, except such portion of it which is invested in real estate securities within this Territory, on which portion no tax shall be levied.

SEC. 28. All life, fire, marine, and other insurance companies doing business within this Territory shall each pay an annual tax of two and one-half per cent on gross premiums on policies issued by such company within the county during the previous year, which tax shall be collected by the county treasurer, and such company shall be permitted to do business within the Territory unless it shall keep at least fifty thousand dollars invested within the Territory in real estate and other local securities to be deposited with the Territorial treasurer and to be approved by him: *Provided, however,* That such company may from time to time withdraw such securities by substituting other securities of equal value, to be approved by the Territorial treasurer.

SEC. 29. All the employers of male labor within this Territory shall pay an annual tax of five (5) dollars for three hundred and twelve working days of labor performed by male workmen, which tax shall be collected by the county treasurer.

Six hundred and twenty-four days performed by male labor out of the total number of days annually performed by all male workmen employed during the year by such employer shall be deducted as exempt, and all employment of female labor shall also be exempt from the payment of such tax.

SEC. 30. All common carriers doing business within the Territory, or upon the waters, seas, channels, and harbors thereof, and which are not engaged exclusively in interstate commerce, transporting freight or passengers, or either, from one place in the Territory to another place in the Territory, either by land or water, for profit—such as interisland steamships, sailing vessels, boats, tugs, railroads, electric, steam, and cable roads, tramways, street-car lines, stagecoaches, hacks, freight wagons, and all such conveyances doing business for profit—shall pay an annual tax of four per cent on the gross earnings or receipts of such person, persons, or concerns engaged in such transportation, to be collected by the county treasurer in the county where the principal place of business of such person or concern is located: *Provided,* That in all cases wherein the Territorial government shall regulate and control the freight and passenger rates of such common carriers only two per cent out of the gross earnings of such concern so regulated and controlled shall be collected: *And provided further,* That one thousand dollars out of the annual gross earnings or receipts of any common carrier shall be exempt from the payment of this tax.

SEC. 31. All waterworks, telegraph, telephone, gaslight, electric-light, and other lighting corporations and concerns shall pay an annual tax of four per cent on its gross earnings and receipts: *Provided, however,* That all such concerns wherein the Territorial government shall regulate and control the rates and charges of such concerns only two per cent of the annual gross earnings or receipts shall be collected by the county treasurer where the principal office or place of business is located.

SEC. 32. All rents collected by individuals, partnerships, or corporations on leased or rented real estate and personal property shall pay an annual tax of two per cent of the amount collected yearly from such sources: *Provided,* That yearly collections to the amount of three

hundred dollars shall be exempt from the payment of this tax; and interest collected by individuals, partnerships, and corporations, except as provided in section 27 of this act, shall pay an annual tax of one per cent of the amount collected yearly: *Provided*, That three hundred dollars of interest collected shall be exempt from the payment of this tax: *And provided further*, That all interest collected from loans secured by real-estate mortgage within this Territory shall be exempt from the payment of this tax.

SEC. 33. All persons duly authorized by this act for the assessment, correction, investigation, or collection of any tax to be assessed, levied, or due from any person, firm, company, corporation, or concern mentioned or otherwise included in the provisions of this act shall, at all times during business hours, be given full and free access to any and all of the books, accounts, records, and files of such person, partnership, corporation, or concern; and if such person so duly authorized for the public service is deterred, prevented, or refused, the assessor may fix such assessment from the best data obtainable and according to the best judgment, and the amount of tax so fixed shall be collected by the county treasurer.

In all cases excessive taxation can only be recovered by an action in the circuit court, and in such action the burden of proof shall rest upon the plaintiff to show that the assessment and taxation thereon was excessive, and the books and accounts of plaintiff must be produced in court as evidence of such fact.

SEC. 34. If any person, knowing himself to be liable to assessment and who is not listed by the assessor, and who was absent from the county, without design to avoid listing, or through sickness was unable to attend to his duties relative to the assessment at the time the assessor communicated with or visited him for that purpose, may, on or before the first day of April file an affidavit with the county clerk setting forth the causes which prevented his being listed, and in that case the county clerk and county treasurer for such county shall list him and complete his assessment; but if such person shall neglect to have his name so listed for assessment within the time so mentioned he shall have no recourse before the circuit court, and the county treasurer and county clerk may assess him at any time prior to the first day of January following and extend the taxes due from him upon the tax list.

SEC. 35. The board of county commissioners shall constitute ex officio, a county board of tax control for the review and correction of the assessment, and for that purpose shall meet at the county seat in the usual place where the board of county commissioners meet for other purposes on the first Monday in April of each year, and the county clerk and county assessor shall sit with the county board of tax control, without vote, and the county clerk shall keep a record of the proceedings of the board in a separate record provided for that purpose.

Such board of tax control shall proceed to examine and compare the returns of assessment for the county; if such board shall discover any person, firm, corporation, or other source of taxation omitted on the assessment roll, the assessor shall be ordered to forthwith list and assess such person, partnership, firm, or corporation, and notify the party thus added to the assessment roll by registered mail.

When the assessment roll is fully revised and completed by adding

each persons, partnerships, firms, and corporations and all sources of taxation which were overlooked or omitted by the assessor, county clerk, and county treasurer, the county board of tax control shall order that the assessment roll be closed and that any person aggrieved by any assessment, as shown thereon, may appeal to the circuit judge at chambers, without jury, and that such appeal must be completed and the order of the court therein must be filed with the county clerk on or before the fifteenth day of June following, as hereinafter provided. This action of the board having been spread upon the records of its proceedings, the assessment roll, thus completed and closed, shall then be opened to the public for inspection under charge of the county clerk, and shall remain open to inspection thereafter, but no change shall be made therein, except by order of the court, except as hereinafter provided.

If the county board of tax control has reason to believe that any assessment as shown upon the assessment roll is too low, and that the interests of the county and other taxpayers are injured thereby, may order the county attorney to apply to the circuit judge at chambers, citing such persons, firms, partnerships, or corporations to appear and show cause why such assessments should not be raised to the amount stated in the application for citation, which amount shall be fixed by the board of tax control and entered in the record of its proceedings.

The service of any order of the court concerning tax appeals under this act upon the person in charge of any business or property of any person, partnership, firm, or corporation shall be complete and sufficient service thereof. The county attorney shall proceed with such cases till final order of court is obtained without further orders from the county board of tax control.

SEC. 36. If any person, partnership, firm, or corporation shall feel aggrieved by reason of any assessment when the assessment roll is completed by the county board of tax control, he may appeal to the circuit judge at chambers, without jury, within ten days by filing with the county clerk a notice of such appeal, and within ten days thereafter shall submit the matter in controversy to the circuit judge at chambers, without jury, after giving the county attorney five days' notice of the time and place of hearing and in like manner serving a copy of the complaint upon the county attorney. It shall then be the duty of the county attorney to attend such hearing and represent the county without further orders. In case the county board of tax control shall obtain an order citing any person, partnership, firm, or corporation to appear in such court at least five days' notice shall be given at the time and place of hearing and all papers therein by the opposing party shall be served on the county attorney.

In all cases the successful party shall file the order of court obtained finally fixing the amount of assessment in dispute with the county clerk on or before the fifteenth day of June, otherwise no change shall be made in the assessment roll, and the county clerk shall at once proceed to make a duplicate for the Territorial board of tax control. If the court orders any change and such order is filed as above provided, the county clerk shall cancel the original entry by drawing a line across the words and figures, and insert the words and figures ordered by court, adding the words "Changed by order of court," and if no change is ordered he shall add the words "Sustained by order of court." The circuit judge shall give preference to tax appeal cases

over other business and allow no further appeal. No costs shall be taxed to either party and the filing of the order with the county clerk shall be sufficient record.

SEC. 37. There shall be a Territorial board of tax control consisting of the Territorial auditor, treasurer, and attorney-general, of which the auditor shall be president and the attorney-general shall act as secretary.

The board may adjourn from day to day until its duties are completed and may employ such clerical assistance as may be deemed necessary to facilitate its labors, not exceeding sixty days. The board shall meet annually on the first Tuesday in July at the office of the Territorial auditor and proceed to examine and compare the returns of the assessment in the several counties of the Territory, but such board shall not change any returns without investigation being made in the county as to the correctness of the assessment.

If from such assessment returns, or upon complaint or otherwise, it shall appear that there were gross irregularities in the assessment, or fraud, or evasions, or collusions concerning the assessment in any county or counties of the Territory, it shall be the duty of such Territorial board to enter such finding on the record of its proceedings and at once employ as many expert accountants as may be necessary, at not to exceed ten dollars a day and mileage, as paid to the members of the legislature, one such expert to proceed forthwith to the county seat of such county to investigate such irregularities, fraud, evasions, or collusions, and a certificate from the State board of tax control signed by its president and secretary shall vest in such expert accountant all authority invested in an assessor as provided in section 11 of this act, and he shall also be entitled to receive from the county clerk certified copies of all or such parts of the assessor's returns as he may deem necessary for use in such investigation. He shall then proceed without delay to investigate in any part of the county: *Provided, however,* That he shall first commence on the books and accounts of manufacturers and the owners of real estate; second, on the books and accounts of banks, loan and trust and insurance agencies; third, on the books and accounts of common carriers, such as steamship, railroad and street-car companies; fourth, on the books and accounts of commercial sources of taxation; fifth, on the books and accounts of all other persons, partnerships, firms, or corporations doing business for profit and liable to taxation in such county where he shall have reason to believe that gross irregularity, fraud, evasion, or collusion exists: *And provided,* That such investigation shall not consume more than thirty days' from the date of commencement in the county. For the purpose of assisting such investigation, at the request of the accountant, the county clerk shall appoint one or more competent persons to be subject to the orders of such expert accountant, at not to exceed three dollars a day and mileage to be paid by the county, and such appointment shall not be for more than thirty days. When such investigation is complete such expert accountant shall make a written report to the Territorial board of tax control showing his findings.

SEC. 38. Upon return of reports by expert accountants, the Territorial board of tax control shall take immediate action, making complete record in their proceedings, and such findings of such experts shall be published in the annual report of the Territorial auditor.

If any such report develops the fact that there were gross irregularities, fraud, evasions, or collusions, and by reason thereof the amount

of assessment for such county shall be changed to conform to the findings reported, it shall be the duty of the board of control to make such changes and complete a correct assessment to conform to such report. The Territorial auditor shall then prepare and transmit to each county clerk a transcript of the proceedings of the board of control relative to the assessment of such county, showing such changes separately and the total change, all of which shall be completed and placed in the hands of the county clerk on or before the first day of September.

SEC. 39. On the first day of September of each year, or as soon thereafter as the report from the State board of tax control shall have been received, the county clerk of each county shall commence to prepare the tax list, which shall be compiled from the assessment as corrected by the State board of tax control, and shall use all diligence in completing such tax list, arranging the names of the taxpayers alphabetically, and carrying out in separate columns the value or basis, rate of taxation, and all the separate kinds of tax, if more than one kind; and in the total column to the right shall be placed the total tax to be paid by each taxpayer, leaving a space to the right of such total column about three inches wide to be used for remarks.

When such list is completed, he shall copy or duplicate the same in a well-bound book, and on or before the last day of October turn over to the county treasurer such book, on the first page of which he shall endorse a certificate, substantially in the following form:

TERRITORY OF HAWAII, *County of* ———:

I, ———, county clerk of ——— County, Territory of Hawaii, do hereby certify that the following is a correct list of the taxes levied under the act providing a system of taxation for the Territory of Hawaii, in the county aforesaid, for the year ———.

Witness my hand and official seal this ——— day of ———, 19——.

[SEAL.]

—————, *County Clerk.*

Which certificate shall be full authority for the county treasurer to proceed and collect all taxes as set forth in such "tax list."

Upon the delivery of such book said clerk shall take a receipt therefor showing the total amount of taxes due upon said list as obtained in such book and file such receipt in the county clerk's office.

SEC. 40. Upon receipt of the tax list from the county clerk the treasurer shall give notice by publication in some newspaper published in the county for three successive weeks and by posting notice in three public places in the county, but if there is no newspaper published in the county he shall post notices in six public places, showing that the tax list has been received by him, and that he is ready to receive taxes at the county treasurer's office. In such notice he shall designate other places through the county, stating the date on which he or his deputy will visit each place for the purpose of receiving taxes, and also stating that taxes not paid prior to the first day of January will be delinquent thereafter.

Upon order of the board of county commissioners the treasurer may appoint one or more deputies to assist him in the collection of taxes, and he may take such bond for security from the person so appointed as he deems necessary for his indemnity, and shall in all cases be liable for the proceedings and misconduct of his deputies.

SEC. 41. The county treasurer, upon payment of any tax, shall give to the person paying the same a receipt therefor, specifying therein the land, town or city lot, or other property or source of taxation on

which said tax was levied according to its description on the tax list or in some other sufficient manner, and the year or years for which the tax was levied.

The said receipt shall have a duplicate stub showing the same as the receipt delivered to the taxpayer. The receipt and stub shall bear the same number, and all receipts shall be numbered consecutively in the order of their issue.

Upon payment of any tax and the delivery of receipt the treasurer shall enter the number and date of receipt to the right of the total amount on the tax list.

SEC. 42. The county treasurer shall be receiver and collector of all the taxes extended upon the tax list of the county, whether levied for territorial, county, city, town, school, or other purpose, anything in the charter of any city or town or in any other act of the legislature notwithstanding, and he shall be the receiver of all fines, forfeitures or penalties received by any person or officer for the use of his county and he shall proceed to collect the same according to law and place the same when collected to the credit of the proper funds; but this provision shall not be so construed as to include any fines and penalties accruing to any municipal corporation for the violation of its ordinances and which were recovered before any city justice or mayor, nor fines to be collected by the manager of intoxicants.

The county treasurer shall pay no money unless upon written order from the county clerk bearing the county seal, except as otherwise specifically provided by law.

SEC. 43. It is hereby declared that any tax assessed under the provisions of this act shall be a first lien in favor of the Territory of Hawaii upon all the property, estate, and effects, real, personal, and mixed and the lien hereby secured to the Territory shall attach to such property on the date that the tax becomes due; that such lien shall be prior and superior to, and shall take precedence of all other liens, demands, decrees, judgments, mortgages, and transfers against the property and effects, either real, personal, or mixed, of the person, partnership, firm, or corporation against whom it was assessed or in whose possession it may be found; and that such lien for taxes shall be enforced by the county in which the assessment was made, and the county treasurer is hereby directed, authorized, and empowered to enforce or cause to be enforced such lien for taxes, penalty, and costs.

No exemptions shall be allowed, except such as are declared by law to be absolutely exempt from all process and sale.

SEC. 44. The county treasurer shall endeavor to collect all the taxes as shown upon the tax list by first subjecting all the personal property to sale that may be found in his county belonging to any taxpayer for any tax due from him after such tax becomes delinquent, whether such taxpayer shall own real estate within the county or not. The county treasurer is authorized and directed to seize, levy upon, and sell any personal property, not absolutely exempt from all process and execution sale as may be by law provided, to satisfy any tax due and delinquent, regardless of whether or not such personal property was subject to assessment and taxation. Personal property shall be sold in the following manner: The county treasurer or his deputy shall demand payment personally from the person, partnership, firm, or corporation from whom such tax is due and delinquent. In case of partnership, firm, or corporation, a demand made upon the person in charge shall

be sufficient. In all cases the demand shall be in writing, or partly printed and partly written, in substantially the following form:

TERRITORY OF HAWAII, *County of* ———:

Whereas taxes against ——— for the year 19— become due and payable at the county treasurer's office of such county in the sum of \$——, as appears by the tax list, and that said tax became delinquent on the first day of January, 19—, on which date ten per cent penalty was added, and one per cent per month additional thereafter, now amounting to the total sum of \$——, which remains unpaid. Therefore demand is hereby made upon ———, through you, for the immediate payment of said sum, \$——, to satisfy said tax and penalty; failing which, I will levy upon the personal property of ———, and sell the same at public auction, or so much thereof as may be necessary to satisfy said taxes, penalty, and accruing costs, as by law provided.

Dated this — day of —, A. D. 19—.

_____,
County Treasurer.

By ———, *Deputy.*

SEC. 45. At any time after making demand, if payment be neglected or refused, the county treasurer may levy upon and take into his possession, and keep at the expense of such taxpayer, any personal property of the taxpayer not absolutely exempt on whom such demand was made, by delivering to him or them a notice of levy and seizure, which notice shall be substantially in the following form:

TERRITORY OF HAWAII, *County of* ————*ss:*

To ———:

You are hereby notified that on the — day of —, 19—, I made a personal demand upon you in writing for the payment of taxes due and delinquent against — in the sum of \$——, as shown by the tax list in the office of the county treasurer of said county, together with penalty for the nonpayment thereof, in all now amounting to \$——, and that said tax and penalty still remains unpaid.

Now therefore, as by law provided, I have this day levied upon the following described personal property — of the said —; that on the — day of —, A. D. —, I will sell the same at public auction to the highest bidder for cash, or so much thereof as may be necessary to pay and satisfy said taxes, penalty, and cost; that said sale will be made on the — day of —, 19—, at —, in said county and Territory, commencing at — o'clock —. m. of said day. Dated this — day of —, A. D. 19—.

_____,
County Treasurer.

By ———, *Deputy.*

When personal property is seized and levied upon it, shall be sold on not less than ten or more than twenty days' notice, and when the taxes for which such property is seized and the penalty and costs which have accrued thereon are not paid before the day appointed for such sale, the county treasurer or his deputy shall sell such property at public auction, or as much thereof as will be necessary to pay said taxes, penalty, and costs of sale, and shall give a bill of sale to the purchaser, returning any property not sold, together with any money arising from said sale over the amount of taxes due, with a written statement of all items constituting the amount retained for the payment of taxes, penalty, and costs.

SEC. 46. On the first Monday in July of each year the county treasurer is required to offer at public sale, at his office, all lands, town lots, or other real property, against which taxes of any description for the preceding year or years shall remain due and unpaid, and such sale shall be made for and in payment of the total amount of taxes, penalties and costs, due and unpaid, for which such real property is liable, which shall include all taxes due from the owner thereof.

The notice to be given of such sale shall state the time and place thereof and contain a description of the several parcels of property to be sold for the delinquent taxes of the preceding years, and such real property as has not been advertised for the taxes assessed against the owner thereof for previous years on which any amount of taxes and penalty, and costs, remain unpaid.

Such notice shall show the name of the owner, if known, or person if any, to whom taxed.

SEC. 47. The county treasurer shall give such notice by causing the same to be published once in each week, for three successive weeks, the last publication to be at least one week before the day of sale, in a weekly paper printed or published in such county, if any there be; or if not, then in the nearest newspaper having general circulation in the county; and also by causing a copy of such notice to be posted on the front door of the court-house in the place where sheriff's sales are advertised, at least four weeks before the day of sale.

SEC. 48. The county treasurer shall charge and collect fifty cents in addition to the taxes and penalty on each tract of real estate advertised for sale, which sum shall be paid into the county treasury, and the county shall pay the costs of publication. If the cost of publication shall exceed the amount that would probably be derived from the additional charge of fifty cents on each tract, or for any good cause the treasurer may give notice of such tax sale by posting six copies thereof in conspicuous public places in the county. On the first day of such tax sale shall commence at one o'clock p. m. and may be adjourned from day to day and to any hour between nine o'clock a. m. to five o'clock p. m.

Before the day of sale the treasurer shall file in the office of the county clerk a copy of the notice given and a certificate duly signed by him showing the manner of service thereof.

In case the notice was given by publication, the treasurer shall require an affidavit of publication from the editor, manager, or foreman of the newspaper in which it was published, and shall keep the same on file in his office, and the returns thus filed shall be presumptive evidence of service of notice as required by law.

SEC. 49. The county treasurer shall, at one o'clock p. m. on the day of sale, offer for sale, separately, each parcel or tract of real estate advertised for sale on which the taxes, penalty, and costs shall not have been paid, and sell it to the highest bidder for cash. When tracts held in fee are subdivided by public survey, the treasurer shall first offer the lands for sale in tracts not exceeding one hundred acres, but if he shall receive no bids, he shall then offer it in tracts not to exceed one thousand acres; provided, that no person shall be permitted to purchase more than one thousand acres at any tax sale; but leases shall be sold as a whole, and no lease sold at tax sales shall hold good or remain in force after the fourteenth day of June, A. D. 1905, any written term in the original to the contrary notwithstanding, and all leases shall be sold as provided herein for sale of personal property.

SEC. 50. When lands are sold at tax sale an undivided interest shall be conveyed hereby, and no partnership, firm, or corporation shall be allowed to bid. The bidder must appear in person or his attorney duly authorized, and such attorney shall exhibit to the treasurer a duly executed power of attorney, otherwise the treasurer shall not receive bids such attorney. The sale shall be at auction or public out-

erty, and may be adjourned from day to day, but the hour to which adjournment is taken shall be publicly announced by the treasurer, and a notice thereof shall be posted in a conspicuous place in his office, and the treasurer shall continue the sale from day to day as long as there are bidders, or until all the taxes are paid.

SEC. 51. The person purchasing any parcel or tract of land at such sale shall forthwith pay to the treasurer the amount bid by him, and on failure to do so the said parcel shall at once, without further adjournment, again be offered as if no such sale had been made.

SEC. 52. Any person owning land or town lots advertised for sale as aforesaid may pay to the treasurer at any time before the sale thereof the taxes, penalty, and costs due thereon up to the time of payment.

SEC. 53. In all advertisements for the sale of real property for taxes the county clerk and treasurer or other officer may use abbreviations in common use describing such lands or town lots, and no irregularities or informality in the advertisement shall in any manner affect the legality of the sale or the title conveyed by treasurer's deed, but in all cases the provisions of this act shall be sufficient notice to the owners of the sale of their property if their taxes are not paid.

SEC. 54. The county clerk shall attend all sales of land for taxes in his county and make a record thereof in a book to be kept by him for that purpose, therein describing the several parcels of real property on which the taxes, penalty, and costs were paid by the purchaser as they are described in the list or advertisement, stating in separate columns the amount as obtained from the treasurer's tax list of each kind of tax, penalty, and costs for each tract or lot, how much and what part of each tract or lot was sold, to whom sold, and date of sale, and amount sold for.

The treasurer shall also keep a book of sales in which at the time of sale he shall make the same record. He shall also note in the tax list, opposite the name of owner and description of the property sold, the fact and date of sale. When any tract is offered and no person bids as high as the amount of tax, penalty and costs against it, the county clerk shall bid it off in the official name of chief Territorial officer of public instruction for the Territory, and if such land is not redeemed, as hereinafter provided, it shall be deeded by the county treasurer to the chief Territorial officer of public instruction in his official capacity, as school land, to be afterwards sold, in such manner as the legislature may direct, and the money arising therefrom shall be appropriated by the legislature for school purposes; and in case the land sold for taxes brings more than the amount of tax, penalty, and costs against it the surplus shall, for the time being, remain in the hands of county treasurer, and he shall within ten days after the sale notify the owner by registered letter that such money, naming the surplus amount, remains in the county treasury subject to his order.

SEC. 55. If any county treasurer or county clerk or their deputies be either directly or indirectly concerned or interested in the purchase of any land for his own use at tax sale, except as provided in the foregoing section or in the purchase of any property sold for taxes, he shall be liable to a fine of not less than one thousand dollars and not more than two thousand dollars, to be recovered in an action in the circuit court brought in the name of the county against such officer and his bondsmen, and all such sales in which they or either of them are proven

to have been interested shall be void. Any money collected from such fine shall be credited to the general county school fund.

SEC. 56. If from any neglect of officers to make returns, or from any other good cause, real property liable for the payment of taxes cannot be duly advertised and offered for sale as above provided, then such sale shall be advertised to commence on the first Monday in August, allowing time for publication or posting notices as hereinbefore provided.

SEC. 57. Leaseholds shall be sold as personal property and in the same manner as personal property, and in case the land covered thereby is owned under fee-simple title such land shall be liable to sale and shall be sold to pay any balance of tax, penalty, and costs due to the county from the owner of such land, if any tax, penalty, and costs there be. If the lease is upon public or Government lands, the bill of sale shall provide that such lease shall be void from and after June 14th, 1905; and if such leasehold shall not bring the amount of tax, penalty, and costs due to the county from other bidders, then the treasurer or his deputy conducting the sale shall bid off the leasehold in the name of the county and report the case to the county clerk, who shall file such report in his office, which shall work a forfeiture of such lease, and the county attorney shall proceed to eject all persons from such landholding under such lease, and a certified copy of the report shall be competent evidence in any court of the superior right of possession on behalf of the county and Territory for the public welfare as against any person holding or claiming to hold under such lease the conditions of which are broken by nonpayment of taxes.

SEC. 58. The county treasurer shall, within thirty days after the land is sold at tax sale, make out, sign, and deliver to the purchaser of any real estate purchased at tax sale a certificate of purchase, describing the property on which the taxes, penalty, and costs were paid by the purchaser as the same were described in the record of sales, and also how much and what part of each tract or lot was sold, and stating the amount of each kind of tax, penalty, and costs for each tract or lot for which the same was sold as described in the record of sales, and that payment had been made by the purchaser therefor. If any person shall become the purchaser of more than one lot, parcel, or tract of real estate, he shall receive a separate certificate for each purchase. The certificate of purchase may be assignable by endorsement except in cases where the land was bought off by the county clerk for school fund, and an assignment shall vest in the assignee or his legal representative all the right and title of the original purchaser, and the statement in the treasurer's deed of the fact of the assignment shall be presumptive evidence of such assignment.

In case such certificate is assigned, then the assignment of said certificate shall be placed on the records of the county treasurer in the register of tax sales; but the ownership of such certificate shall not be sufficient grounds on which to base an action in ejectment, and shall not entitle the purchaser to possession until he has obtained a treasurer's deed as hereinafter provided.

SEC. 59. Real property sold under the provisions of this act may be redeemed at any time before the right of redemption is cut off by issuance of the tax deed as hereinafter provided, by payment to the county clerk, to be held by him subject to the order of the purchaser, of the amount for which the same was sold with ten per cent interest thereon.

from date of sale, and also the amount of taxes, penalty, and costs paid by the purchaser for any subsequent year with ten per cent interest on that amount paid from date of payment for such subsequent year, which may be ascertained by the treasurer's books.

SEC. 60. The county clerk shall, upon the application of any person to redeem any real property sold under the provisions of this act, and being satisfied that such person has a right to redeem the same, and upon payment of the proper amount, issue a certificate of redemption setting forth the facts of the sale, the date of the redemption, the amount paid, and by whom redeemed, and shall make the proper entries in the book of sales in his office, and shall immediately give notice of such redemption to the county treasurer. Such certificate of redemption shall then be presented to the treasurer, who shall countersign the same and make the proper entry in the books of his office, and no certificate of redemption shall be held as evidence of such redemption without such signature of the treasurer.

SEC. 61. If real property of any minor, lunatic, or prisoner, without the guardian duly and legally appointed and authorized to control other real-estate transactions of such ward, shall have been sold at any tax sale, the same may be redeemed at any time within one year after such disability is removed in the manner specified in the following section, or such redemption may be made by the guardian or legal representative at any time before the delivery of the treasurer's deed.

SEC. 62. Any person entitled to redeem lands sold for taxes after the delivery of the treasurer's deed shall redeem the same by an action in equity in a circuit court held in the county where the land was sold, in which all persons claiming an interest in the land derived from the tax sale as shown by the record shall be made defendants, and the court shall determine the rights, claims, and interests of the several parties, including the person claiming under the tax title. And no person shall be allowed to redeem land sold for taxes in any other manner after the service of the notice provided by the next section and the execution and delivery of the treasurer's deed.

SEC. 63. After the expiration of one year from the date of sale of the land for taxes, the lawful holder of the certificate of purchase may cause to be served upon the person in possession of such land or city or town lot, and on the owner thereof, if such owner resides in the county where the land is situated, in the manner provided by law for the service of original notice or summons in actions commencing in the circuit court, a notice, signed by him, his agent or attorney, stating the date of sale, the description of the land or lot sold, the name of the purchaser, and that the right of redemption will expire and a sale of said land will be made by the treasurer unless redemption from such sale be made within sixty days from the completed service thereof, stating the date on which the lawful holder of the certificate will apply to the treasurer for the execution of a tax deed for such property.

Service may be made upon nonresidents of the county by publishing the notice three times in a weekly newspaper published in the county where the land is situated and an affidavit of publication shall be filed with the treasurer. If no newspaper is published in such county, then in the nearest newspaper in an adjoining county; but any non-resident of the county may file with the treasurer of the county a written appointment of some resident of the county where his lands

or lots are situated as agents, upon whom service of notice shall be made. In such case it shall be the duty of the person giving notice to inquire from the treasurer whether or not such agency exists before giving notice by publication. If such an agent has been appointed, personal service of said notice shall be made upon such agent instead of by publication. Service shall be deemed completed when an affidavit of the service of such notice and the particular mode thereof is duly signed and verified by affidavit of the holder of the certificate of purchase, his agent, or attorney, shall have been filed by the treasurer.

Such affidavit shall be filed by the treasurer and entered upon the records of his office, and such record or affidavit shall be presumptive evidence of the completed service of notice herein required, and within sixty days after the filing of such returns of completed service of notice the right of redemption from such sale shall not expire.

Any person swearing falsely to any fact or statement contained in such affidavit shall be deemed guilty of perjury and shall be punished accordingly. The cost of serving such, whether by notice, publication or otherwise, together with the cost of affidavit, shall be paid by the holder of certificate and added to the amount necessary for redemption, and of which the county clerk shall be notified by the purchaser.

SEC. 64. Immediately after the expiration of sixty days from the date of filing completed service with the treasurer, which shall not include the day upon which such returns of service were filed, the treasurer then in office shall make out a deed for each lot, parcel, or tract of land sold or remaining unredeemed and deliver the same to the purchaser or assignee upon the return of the certificate of purchase. The treasurer shall receive fifty cents for each deed, to be paid by the purchaser.

SEC. 65. Deeds executed by the treasurer shall be substantially in the following form:

Know all men by these presents, that whereas the following-described real property, viz: _____, situated in the county of _____ and Territory of Hawaii, was liable for the tax assessed in the year _____, against _____, who was then the lawful owner thereof, and that such tax becomes due and delinquent on the first day of January, _____, and thereafter remained unpaid at the date of the sale hereinafter named; and whereas the treasurer of said county did, on the _____ day of _____, A. D. 19____, by virtue of the authority in him vested by law, at _____, the sale begun and publicly held on the first Monday in July, A. D. 19____, exposed to public sale at the office of the county treasurer in the county aforesaid, in substantial conformity with all the requirements of the statutes in such case made and provided, the real property above described for the payment of the taxes, penalty, and costs then due from _____, the owner thereof, and remaining unpaid; and whereas, at the time and place aforesaid, _____, of the county of _____ and Territory of Hawaii, having offered to pay the sum of _____ dollars and _____ cents from which the amount of taxes, penalty, and costs due to the said county of _____ then amounting to _____ dollars and _____ cents, were deducted, and the balance, _____ dollars and _____ cents, were returned to _____, the owner of the real estate hereinafter described, to wit, _____; and said sum being the highest amount bid at said sale the real property above described was then and there sold to _____ at that price; and whereas the said _____, on the _____ day of _____, A. D. 19____, did duly assign the certificate of sale of the property as aforesaid, and all his right, title, and interest in and to said property to _____, of the county of _____, Territory of Hawaii; and whereas, by the affidavit of _____, filed in said treasurer's office on the _____ day of _____, A. D. 19____, it appears that due notice had been given more than sixty days before the execution of these presents to _____ of the expiration of the time of redemption allowed by law; and whereas one year has elapsed since the date of sale, and said property has not been redeemed therefrom as provided for by law:

Now, therefore, I, _____, treasurer of the county aforesaid, for and in con-

ation of the sum to the treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained, and sold, and by these presents do grant, bargain, and sell unto the said _____, his heirs and assigns, the real property last hereinbefore described, to have and to hold unto him the said _____, his heirs and assigns, forever; subject, however, to all the rights of redemption provided by law.

In witness whereof I, _____, treasurer as aforesaid, by virtue of the authority aforesaid, have hereunto subscribed my name this _____ day of _____, A. D. 19—.

_____,
County Treasurer.

TERRITORY OF HAWAII, County of _____, ss.

I hereby certify that, before me, _____, in and for said county, personally appeared _____, treasurer of said county, personally known to me to be the treasurer of said county at the date of the execution of the above conveyance, and to be the identical person whose name is affixed to and who executed the above conveyance as treasurer of said county, and acknowledged the execution of the same to be his voluntary act and deed as treasurer of said county, for the purpose therein expressed.

Given under my hand and seal this _____ day of _____, A. D. 19—.

_____,
_____.

SEC. 66. The deed shall be signed by the treasurer in his official capacity and acknowledged by him before some officer authorized to take acknowledgments of deeds; and when substantially thus executed and recorded in the proper record of titles to real estate and such deed shall vest in the purchaser and all persons holding under him all the right, title, interest, and estate of the former owner in and to the land conveyed; and also the right, title, interest, and claim of the Territory and county thereto; and shall be presumptive evidence in all courts in this Territory in all controversies and suits in relation to the rights of the purchaser, his heirs or assigns, to the land thereby conveyed of the following facts:

1. That the real property conveyed was liable for the taxation against the former owner for the year or years stated in the deed.
2. That the taxes were not paid at any time before the sale.
3. That the real property conveyed had not been redeemed from the sale at the date of the deed.

4. That the former owner of the property was listed and assessed.
5. That the taxes were levied according to law.
6. That the property was duly advertised for sale.

7. That the property was sold for taxes as stated in the deed.

And it shall be conclusive evidence of the following facts:

1. That the manner in which the listing, assessment, levy notice, and sale were conducted in all respects as by law directed.
2. That the grantee named in the deed was the purchaser or lawful assignee.

3. That all the prerequisites of the law were complied with by all the officers who had, or whose duty it was to have had, any part or action in any transaction relating to or affecting the title conveyed, or purporting to be conveyed, by the deed from the listing of the taxes for which it was sold up to the execution of the deed, both inclusive, and that all things whatever required by law to make a good and valid sale and to vest the title in the purchaser was done, except in regard to the points named in this section, wherein the deed shall be presumptive evidence only. In all controversies and suits involving the title to real property claimed and held under and by virtue of a deed executed substantially as aforesaid by the treasurer, the person claiming

title adverse to the title conveyed by such deed shall be required to prove, in order to defeat the said title so conveyed, either that the person against whom the tax was assessed was not the owner of the property as shown by the records of the county on the first day of November when the tax became due nor at any time thereafter and that the tax on the land was paid; that the tax named in the deed had been paid before the sale, that the property had been redeemed from the sale according to the provisions of this act, and that such redemption was had or made for the use and benefit of persons having the right of redemption under the laws of this Territory, or that there had been an entire omission to list or assess the owner or to levy the taxes, or to give notice of sale, or to sell the property; but no person shall be permitted to question the title acquired by a treasurer's deed without first showing that he or the person under whom he claims title had title to the property at the time of the sale, or that the title was obtained from the United States after the sale and that all the taxes due to the county from such person so claiming were paid prior to the sale or were paid by the person under whom he claims title as aforesaid: *Provided*, That in any case where a person had paid his taxes and through mistake or mistake in the entry made in the treasurer's books or in the receipt, the land upon which the taxes were paid was afterwards erroneously sold, the treasurer's deed shall not convey the title: *Provided further*, That in all cases where the owner of lands sold for taxes shall resist the validity of such tax title such owner may prove fraud committed by the officer selling the same or in the purchaser, and if fraud is so established such sale and title shall be void.

SEC. 67. When by mistake or wrongful act of the treasurer land has been sold against the owner of which no tax was due at the time or whenever land is sold in consequence of error in describing such land the county is to hold the purchaser harmless by paying him the amount of the principal, interest, and costs to which he would have been entitled had the land been rightly sold; such refunding shall be ordered by the board of county commissioners, and the treasurer and his bondsmen will be liable to the county to the amount of his official bond; or the purchaser or assignee may recover directly of the treasurer in an action brought to recover the same in any court having jurisdiction of the amount and judgment shall be against him and his bondsmen; but the treasurer shall only be liable for his own acts and the acts of his deputies.

SEC. 68. Whenever it shall be made to appear to the satisfaction of the county treasurer, either before the execution of a deed for property sold for taxes or if the deed be returned by the purchaser that any tract or lot was sold which was not subject to sale for taxes, or that the taxes against the owner thereof had been paid previous to the sale, he shall make an entry in his sale book opposite the description of such lot or tract that the same was erroneously sold and notify the county clerk, and such entry shall be evidence of the fact therein stated, and in such case the purchase money shall be refunded to the purchaser upon order of the county commissioner.

SEC. 69. No action for the recovery of real property sold for nonpayment of taxes shall lie, unless the same be brought within two years after the treasurer's deed has been executed and recorded as above provided, except that when the owner of such real property sold as aforesaid shall, at the time of such sale, be a minor, or ins

or imprisoned, then five years after the removal of such disability shall be allowed to such person, his heirs or legal representatives to bring their action.

SEC. 70. In all suits and controversies involving the question of title to real property held under and by virtue of a treasurer's deed all acts of assessors, treasurers, county clerks, county commissioners, and other officers shall be deemed to be regular and in accordance with law, and the books and files belonging to the offices of county clerk and county treasurer or duly certified copies thereof shall be deemed sufficient to prove the sale of any real property for taxes, the redemption thereof, or the payment of taxes thereon.

SEC. 71. At the end of each month the county treasurer shall remit to the Territorial treasury one-half of the general taxes collected during the month, which shall thereafter become Territorial funds for the use of the Territory; and he shall retain one-half of the general taxes collected during the month in the county treasury credited to the county general fund subject to appropriation by the board of county commissioners for county purposes: *Provided*, That such county treasurer shall retain all of the taxes collected on account of levy made by any incorporated city or town within the county and pay over the same as hereinbefore specified: *And provided further*, That such county treasurer shall retain in the county treasury all the taxes arising from any special levy made on behalf of the county by the board of county commissioners.

SEC. 72. All laws and parts of laws relating to taxation, assessment, collection and disbursement of taxes heretofore in force in the Territory of Hawaii are hereby repealed, except the collection for the year 1901, which assessment and collection shall continue as heretofore provided by law until the thirty-first day of December, 1901, at which time the collection of unpaid taxes shall be turned over to the county treasurer of each county.

SEC. 73. This act shall take effect and be in force from and after its passage, approval, and publication.

EXHIBIT No. 2.—*Senate bill No. 68.*

Introduced 2d day of April, 1901, by Senator Russel. First reading in Senate April 2, 1901.

NOTE.—The public health act, repealing act 60 of 1896, also Chapter LXXII of the Session Laws of 1892, and all laws and regulations inconsistent herewith.

Be it enacted by the legislature of the Territory of Hawaii:

SECTION 1. There shall be a board of health for the Territory of Hawaii, which board will consist (a) of as many members as there are counties, each county being represented by a sanitary officer in the employ of the Territory; (b) of the Territorial bacteriologist; (c) of the Territorial analyst; (d) of the Territorial veterinary surgeon; (e) of the United States Marine-Hospital officers in charge of local quarantine stations, as honorary members.

SEC. 2. The president of the board of health shall be the sanitary officer of the county of Oahu, and shall reside in the city of Honolulu. He shall be a duly licensed doctor of medicine, graduate of a recog-

nized university or medical college, having pursued not less than four years' course of regular medical studies after a full preliminary college education, possessing a degree of B. A., B. S., or both. He shall also furnish satisfactory proofs that he is a thorough specialist in sanitary science, public health, or State medicine. He shall be appointed by the governor, by and with the advice and consent of the senate except in the first instance, when, as provided in section 40 of this act, he shall be designated by the public health committee of the senate. All the duties enumerated as the duties of the board of health shall, besides those generally borne by such officer, be deemed the duties of the president of said board.

SEC. 3. Said board shall elect a vice-president and secretary, and may select and appoint such other officers as it may deem necessary for carrying out the object and purposes of this act. It may appoint a suitable person as executive officer of said board who, when appointed, shall have and exercise all the powers and authority of a deputy sheriff in all matters pertaining to public health, and for the enforcement of all rules and regulations of said board of health.

SEC. 4. The activity of said board of health shall be scientific, practical, and executive. Its duties shall be: (1) To cooperate with and assist the United States Marine-Hospital Service in charge of quarantine within the Territory, in preventing the importation of infectious and contagious diseases, both of human beings and animals, into the Territory, and should any germs of such disease be so imported, take proper and necessary measures to immediately locate, limit, and prevent the extension thereof; (2) to inaugurate a systematic and scientific study of the character, nature, and cause of all endemic prevalent diseases within the Territory, and to determine the most practical methods for the removal of such causes, and as far as it may be possible to limit or destroy the disease; (3) to inaugurate and carry on a systematic collection and recording of sanitary and vital statistics of nativity, mortality, and morbidity within the Territory; (4) to make and recommend to the governor such rules and regulations as it may deem essential for the public health and safety respecting the practice of medicine within the Territory; the control of prostitution, the sale of drugs, the adulteration of foods and liquors, sanitary buildings, the reorganization of the leper settlement on principles of self-government, and all such other rules in various branches of public hygiene which the said board may see fit to regulate and control in accordance with modern knowledge of public sanitation, which rules and regulations when so made and recommended, during an interim between sessions of the legislature, shall have the effect of law until the next legislative session; (5) to submit to the next session and subsequent sessions of the legislature such measures of general sanitation of the Territory the fulfillment of which either exceeds the appropriation of the board or for any other reason requires legislation; (6) to control and administer the leper settlement, Kalihi Station, insane asylum, maternity home, bacteriological and analytical station; (7) to exercise proper sanitary control over laborers' quarters, mills, manufacturing and industrial establishments, coasting steamers and vessels which may be beyond the control of the United States Marine-Hospital Service, railroad public and private buildings, public and private schools and hospitals, prisons, water supplies, and markets; (8) to regulate and control the quality of alimentary products, liquors, drinks, drugs on sale; (9) to

regulate and control cemeteries, slaughterhouses, stables, and other places liable to affect public health; (10) to control and regulate the disinfection of lepers and vaccination.

SEC. 5. Said board shall keep records of all its acts, proceedings, and transactions, and shall present to the governor, for publication, a detailed annual report covering all branches of the sanitary service of the country, and shall contribute to a sanitary and hygienic education of the mass of the people by the publication of popular tracts, pamphlets, and articles in papers and magazines on such subjects as are closely connected with the most crying sanitary evils.

SEC. 6. To better enable the board of health to effectively carry out the duties of their service, they shall have power: (1) To enforce and execute sanitary laws and make sanitary rules and regulations within the limits of this Territory, for which purpose the duly authorized executive officer of the board of health shall be invested, in sanitary matters, with all the rights and prerogatives of a deputy sheriff, including the right to swear in and delegate his power to his deputies. In case of need, therefore, he shall be empowered to call to his aid the assistance of general police and administration authorities. (2) The board of health as a whole, and its individual members, officers, and agents, shall have the right to enter and inspect, between the hours of sunrise and sunset, any premises, public or private, and any opposition to such right shall constitute a misdemeanor and be punished by a fine of not less than five or more than one hundred dollars, or by imprisonment not less than five or more than one hundred days. (3) The right to disburse all the funds appropriated for general or specific sanitary purposes: *Provided*, That no moneys appropriated for a specific purpose shall be used for any other purpose. Members of the board of health and their executive officers shall be paid mileage in addition to other compensation herein provided at the rate of ten cents per mile for each mile actually traveled in the discharge of his duties: *Provided*, however, That no charge for mileage shall be made or allowed to any member or officer within the city or town limits of the city or town in which such officer or member resides.

SEC. 7. The sanitary officers for individual counties shall also be duly licensed doctors of medicine and possess all the other qualifications herein required of the president of the board of health, except that they shall not be required to be thorough specialists. The first complement of such officers shall be appointed by the governor, by and with the advice and consent of the senate: *Provided*, That if deemed necessary by the committee, as in the section 40 hereof, to be appointed by the governor, with the advice and consent of the senate, such committee may designate sanitary officers who shall serve as such until individual counties are created, or the legislature otherwise provides. All subsequent removals and appointments shall be made by the board of health with the approval of the governor.

SEC. 8. The Territorial bacteriologist in charge of the bacteriological branch of the bacteriological-analytical station, besides possessing all the educational qualifications required for appointment as a sanitary officer, shall also furnish satisfactory evidence that he is a specialist in bacteriology. He shall be appointed in the same manner as the president of the board of health.

The Territorial analytical chemist shall possess educational qualifications required for sanitary officers and must also furnish satisfactory

evidence of having made theoretically and practically the analytical branch of chemistry a special line of study. His appointment shall be in the same manner as that of county sanitary officers.

SEC. 9. The Territorial veterinary surgeon shall be a person possessing full and preliminary college education and have pursued regular course of studies in veterinary surgery and have had at least two years' actual practice. He shall be nominated by the board of health with the approval of the governor. He will be entitled to the same mileage fees as in section 6. The members of the board of health shall wear a concealed badge with the word "sanitary officer." The executive agent and his deputies that of "sanitary police."

SEC. 10. The resident physician in charge of the insane asylum shall possess all the educational qualifications required by this act for sanitary officers and furnish satisfactory evidence of his being an alien or a specialist in mental diseases. He shall be nominated by the board of health, or the committee created by section 40 of this act, and appointed by the governor.

SEC. 11. The resident physician in charge of the leper settlement shall have the same educational qualifications as are required of sanitary officers and his nomination shall be made in the same manner.

The officers of the board of health shall be subject to removal by the authority appointing them.

SEC. 12. The resident physician in charge of the maternity home shall have the same educational qualifications as are required by this act for sanitary officers. He shall be nominated by the board of health and appointed by the governor. He shall also take charge of registered women service.

All the provisions of chapter 2 regarding county and municipal hospitals, their resident physicians, and their rights and duties shall apply equally to the Territorial special hospitals, of the leper settlement, Kalihī Station, the insane asylum, and the maternity home.

SEC. 13. The duties of sanitary officers in their respective counties shall be the same as those of the board of health in relation to the whole Territory. They shall have their residence in the respective counties for which they are appointed. They shall make detailed reports to the board of health quarterly, which shall comprise both scientific, practical, and executive aspects of their work. As such sanitary officers shall be responsible to the board of health, and the members of such board, share the responsibility of said board for the proper carrying out of the objects and purposes thereof. In case of geographical remoteness, or unavoidable temporary isolation of a county, the sanitary officer thereof shall have authority equal to that of the board. Each sanitary officer shall have at least one sanitary policeman, who shall be sworn in and deputized by the executive officer of the board, and shall be subject to the orders and directions of the sanitary officer nominating him.

The general police and administrative authorities shall render to sanitary officers and policemen all assistance which may at any time be necessary in enforcing the rules and regulations of said board of health, or otherwise in carrying out the law regarding sanitary matters. Sanitary officers shall devote all their time and attention to the duties of their office. They shall not be permitted to engage in the practice of medicine, but may, in cases of necessity, when no practi-

physician or surgeon can be procured, give first medical assistance to individuals without pay.

SEC. 14. The Territorial bacteriologist shall take charge of the bacteriological and analytical station, and carry on and conduct all bacteriological and allied work required by the board and sanitary officers, and shall present a quarterly report to the board of health.

SEC. 15. The Territorial analyst shall have charge of the analytical department of the Territorial bacteriological and analytical station, and shall do all the chemical analytical work, and perform other kindred duties connected with the service of the board of health and the territory.

SEC. 16. Any resident of this Territory, by delivering to the Territorial analyst a sealed sample or samples of food, liquor, drink, or drug offered for sale in this Territory which he has good reasons to believe, and does actually believe, to have been adulterated, or is of a quality inferior to the legal standard, shall be entitled, without charge, to an analysis and a certificate signed by the analyst, giving his opinion as to its liability to affect health.

SEC. 17. Whenever it is deemed essential or advisable by the board of health, any patented drugs or nostrums sold in public mart may be analyzed by the Territorial analyst, and if found injurious their qualitative and quantitative formulas and compositions may be published by said board.

SEC. 18. The analyst shall be responsible at all times to the board of health, and shall make quarterly reports to that body.

SEC. 19. The Territorial veterinary surgeon shall give his whole time and attention to that branch of public sanitary work and shall not be permitted to carry on any private practice for pay, but may, under the conditions prescribed for such practice by sanitary officers, render free assistance in cases of extreme necessity. He shall have his residence in Honolulu and shall be subject to the requirements of the board of health, and shall be specially charged with the prevention and suppression of diseases among animals, or the importation or spread thereof. It shall be his duty to study scientifically the nature and character of endemic diseases, and ascertain the causes and the most practical measures for the extermination thereof; to collect vital statistics in his department, and to report quarterly to the board of health.

The Territorial veterinary surgeon shall have at least one sanitary policeman under his direction, and shall, as chief humane officer, cause all laws and regulations for the protection of animals to be enforced, and for that purpose shall be vested with all necessary authority, and may delegate power to any private citizen or citizens to render such services as may at any time be necessarily required.

SEC. 20. Regular meetings of the board of health shall be held quarterly in Honolulu, during the third week in each quarter, and such meetings shall last so long as may be reasonably necessary. Other or special meetings may be called by the president whenever he deems necessary.

SEC. 21. In the event of the absence of any sanitary officer from his county, or other disability, his routine and urgent work may be carried on and conducted by the county hospital physician, so far as the same may be without prejudice to the hospital service. In case of the

absence or other disability of the county hospital physician the secretary officer may take charge of the hospital.

SEC. 22. Conditions unfavorably affecting, or liable to affect, public health, created artificially by individuals, corporations, county, or Territorial authorities, shall be removed at the expense of the party or parties causing the existence thereof. Conditions injurious to public health due to natural causes independent of human activity, neglect, ignorance, or ill-will, may be removed within the means afforded by general or special appropriations of the board of health at the expense of the Territory. Where both human and natural causes are involved, the expense of removal shall be justly divided between the Territory and the respective individuals or corporations.

SEC. 23. All fines imposed by the courts, or other competent authority, upon complaint of the board of health or its officers or agents upon individuals or corporations, shall be turned over to the Territorial treasurer and applied by him to the fund of the board of health.

SEC. 24. At each session of the legislature of the Territory the board of health, through the governor of the Territory, shall prepare an estimate of necessary appropriations for carrying out the objects of such board and department during the two years next to such session of the legislature, as also an estimate of the requirements of such board of health and department for such needed improvements, if any, as it shall deem important.

SEC. 25. The salaries of the several members, officers, and agents of the board of health shall be as follows:

President of the board of health	per annum, \$4,000
Bacteriologist.....	per annum, 3,500
Analytical chemist.....	per annum, 3,500
One assistant chemist	per annum, 2,500
Veterinary surgeon	per annum, \$2,500
Secretary.....	per annum, 2,500
Executive officer	per annum, 2,700
Sanitary officers, each.....	per annum, 3,500
Sanitary policemen, each.....	per annum, 900
Physician in charge of insane asylum.....	per annum, 3,500
Physician in charge of leper settlement.....	per annum, 3,500
Physician in charge of maternity home.....	per annum, 3,500

SEC. 26. The executive committee of the board of health shall be composed of all the members thereof having their permanent residence in Honolulu, and shall represent the board and carry out all the duties, routine, and administrative business thereof between the meetings of said board; but all the transactions of such executive committee shall be subject to the approval of the board at its next quarterly meeting.

The president of the board of health shall be exofficio chairman of such executive committee, and shall, in case of a division, have two votes. The secretary of the board of health shall be a secretary of such executive committee and perform all the duties incident thereunto.

CHAPTER II.—*County and municipal medical service.*

SEC. 27. Whereas public hygiene and sanitary control devolve upon the Territory as a whole, and is delegated to the board of health, the treatment of individuals, both rich and poor, rests entirely upon individual counties and municipalities, who are at liberty to organize such service as they may deem best, subject only to the general regulations of the Territory.

tions of the board of health, there shall be in every county seat in the Territory not less than one county hospital of such dimensions as shall correspond with the actual needs of the population for medical and surgical care and attention, and which shall be organized and constructed in accordance with the requirements of modern medicine and surgery, as the same shall be determined upon by the board of health of the Territory.

SEC. 28. Each county or municipal hospital shall have at least one hospital physician, who shall be a duly licensed practitioner possessing all the qualifications herein required of sanitary officers. Such physician shall have his permanent residence at such hospital during the time of his services thereat.

SEC. 29. Each county or municipal hospital shall have at least one professional nurse, one cook, and one servant.

SEC. 30. No person, resident in the county or municipality, shall be refused admission to such hospital because of his or her inability to pay therefor. A section or a portion of such hospital shall be devoted to such patients as are able to pay for care and treatment; and such patients shall be allowed to have the services of physicians other than the resident hospital physicians, if they so desire, and the rate of charge for their care and treatment shall be fixed by the board of county commissioners or other executive power of the county or municipality.

SEC. 31. The resident hospital physicians of all the county or municipal hospitals shall be and attend at his office at such hospital not less than two hours during each day for the care, attention, and supplying of outdoor patients with advice and medicines, and any person applying for advice or medicines who are unable to pay therefor shall be furnished therewith at the cost of the county or municipality.

SEC. 32. The appointment of all hospital physicians shall be made by the respective county or municipal authorities, and their salaries fixed and paid, and all expenses of such hospitals borne by such county or municipality. Such hospital physicians shall be charged with the care and conduct of such hospitals, and shall be responsible only to the authorities by whom they were appointed.

SEC. 33. The hospital physician shall not be allowed or required to attend or treat persons at private residences or places other than the hospital. He shall devote all his time and attention to the hospital, and the patients thereof, of whom he has charge. He shall not be permitted to carry on a private practice, but may in cases of extreme urgency respond to a call for consultation or assistance by a duly licensed practitioner of the immediate locality, unless urgently required at the time at the hospital.

SEC. 34. No lying-in, private, county, or municipal hospital, or sanitarium, or similar institution intended for the treatment of the sick or injured, whether charitable or for pay, shall be permitted by the board of health, unless such institution shall satisfy all the requirements of hospital hygiene as prescribed by such board.

SEC. 35. If any chartered municipality shall at any time desire to increase the number of sanitary officers or sanitary policemen within such municipality, the board of health may appoint such additional sanitary officers or policemen as it deems advisable, and, when duly appointed, they shall become members of the Territorial board of health, provided that the municipality for which additional sanitary officers are so requested shall first obtain the approval of the governor

of the Territory thereto, and shall, immediately upon such appointment, appropriate and pay to the Territorial treasurer a sum equal to the salaries of such additional sanitary officers, as fixed by this act. to be by such treasurer placed to the credit of the fund of the board of health of the Territory.

SEC. 36. Such additional sanitary officers, when so appointed, shall be responsible to the board of health in like manner as other sanitary officers, but make and render to the municipality such reports as it may require.

CHAPTER III.—*Territorial bacteriological and analytical station.*

SEC. 37. There shall be a Territorial bacteriological and analytical station established in Honolulu consisting of two departments, to wit: bacteriological and analytical. The bacteriological department shall be in the charge and under the control of a Territorial bacteriologist, and the analytical in charge of the Territorial analyst. Both the Territorial bacteriologist and the Territorial analyst shall be under the direction of and responsible to the board of health, and shall make quarterly reports to such board.

SEC. 38. The board of health shall properly organize, equip, and put into operation such bacteriological and analytical station and make and cause to be enforced such rules and regulations for the conduct thereof as such board shall deem necessary. All instruments, materials, and other property of the Territory relating or pertaining to those branches of science and now in the possession or under the control of the board of health heretofore existing, or any member thereof, or any other person or persons shall be delivered to the board of health hereby established for the use and benefit of such station.

SEC. 39. There is hereby appropriated from such moneys of the Territory not otherwise appropriated the sum of — dollars for a special fund to be known as "the board of health fund," to be used for the purpose of carrying out the provisions of this act.

SEC. 40. Immediately upon the passage and approval of this act there shall be appointed by the governor, with the advice and consent of the senate, a committee, consisting of three members of the legislature, who shall, for the purpose of organizing and putting into operation the health department and service according to the provisions of this act, take temporary charge of the health department and service and receive from the heretofore existing board of health of the Territory all the property, paraphernalia, books, records, medicines, instruments, and all other matters and things connected with the department of said board of health or under its control. Such committee shall proceed to organize the department of the board of health, designate the first president thereof and the sanitary officers and members of the board or a commissioner pro tem., and shall exercise all the duties and possess all the powers of such board until the same shall be duly organized in the manner herein provided. They shall have power to abrogate and annul any or all of the rules of the board of health in force at the time of the passage of this act, and, with the approval of the governor, to make, issue, and enforce such other rules and regulations as they may deem necessary.

SEC. 41 Act 60 of 1896, also Chapter LXXLI of the session laws,

and all acts or parts of acts inconsistent with this act are hereby repealed.

SEC. 42. This act shall take effect from and after the date of its approval.

EXHIBIT No. 3.—*Senate bill No. 42.*

Introduced 15th day of March, 1901, by Senator Kanuha. First reading in senate, March 15, 1901.

ACT 42.—An act to control and regulate the manufacture, transportation, and sale of liquors, opium, awa, and other intoxicants within the Territory of Hawaii.

Be it enacted by the legislature of the Territory of Hawaii:

SECTION 1. Any person or duly organized corporation within the Territory of Hawaii may grow, without any license or special permit, any raw primitive produce or material necessary for manufacturing wine, beer, or other liquors

Any person or duly organized corporation within this Territory may manufacture or ferment wine from grapes grown within this said Territory, and also brew beer from domestic or imported materials without any special permit or license.

Any person or duly organized corporation may distill strong liquors from any domestic or imported materials in quantities of not less than one thousand gallons a year: *Provided*, That such person or corporation shall furnish the board of control with all information in regard to place, time, amount, and method of production, the kind and quality of the produce, and any other information that the said board may require: *Provided further*, That such person or corporation shall deposit with the Territorial treasurer a bond, the amount of which shall be determined by the board of control, such bond being intended to cover the obligation on the part of the producer to abide by all the provisions of this act and by such special rules and regulations in regard to distilleries as the said board may issue in the future, and also all fines and liabilities which may arise from the infraction of this act and of the said rules and regulations: *Provided further*, That such person or corporation shall obtain from the board of control a special permit, which, upon the examination of all information, the board may issue or refuse at its discretion. A fee of one dollar shall be charged for each permit.

SEC. 2. It shall be unlawful for any person or corporation in any capacity whatsoever to sell, barter, exchange, part with, give away, or deliver, directly or indirectly, any spirituous, vinous, malt, or other intoxicating liquors, or opium or awa, or awa root within the limits of the Territory of Hawaii, or any county, or any municipal division thereof, to anyone except the manager of intoxicants, as provided in this act. It shall be equally unlawful to allow such liquors to leave the premises of their owner, or to transport them beyond such premises without a special written permit from a dispenser or manager. Such transportation on public roads without the said special permit of the manager or dispenser will constitute a prima facie evidence sufficient for conviction, unless the article is contained in the sealed package of the dispensary.

SEC. 3. The amounts of liquors manufactured within this Territory over and above the quantities intended for the home consumption of the producer himself and his family, at the option of the producer may be either sold to the manager of intoxicants or exported beyond the limits of this Territory. If the producer intends to sell such liquor product to the manager of intoxicants, he shall send to the said manager a sealed sample or samples thereof, which samples shall be tested as to their quality and strength by the board of health, and, if approved, the produce may be bought by the manager in accordance with the rules and regulations established by foreign and outside bidders. All things being equal, preference shall be given to liquors manufactured within this Territory.

SEC. 4. Liquors and samples over and above those quantities for home consumption which will be found not to the standard by the board of health, shall be conveyed and stored in the government storeroom house under the management of the administration of intoxicants, and kept there for exportation to the order of the producer, paying reasonable storage fees. All liquors and samples thereof addressed to the administration of intoxicants shall be accompanied by a written special transportation permit from the manager.

SEC. 5. Any person who shall barter, sell, or exchange at a profit, or any person who shall aid, assist, or abet in bartering, selling, or exchanging at a profit, above the dispensary price any liquor or other intoxicant obtained by him or by any other person at a dispensary, or who shall violate sections 2, 3, or 4 of this act, or any provision against the sale of intoxicants at a profit, or who shall aid, assist, or abet in bartering, selling, or exchanging any intoxicant under this act at a profit, or who shall barter, sell, or exchange any intoxicant not obtained at a dispensary, at any price or consideration whatsoever, shall be guilty of a felony, and upon conviction thereof shall be imprisoned in the Territorial prison not less than one month or more than one year.

SEC. 6. There shall be a Territorial board of control, consisting of three qualified electors of the Territory, who shall be appointed by the governor, by and with the consent of the senate, whose term of office shall be for two years, and who shall each receive an annual salary of one dollar in full compensation for all services. The governor shall fill all vacancies by appointment. The members of such board of control shall meet quarterly and at such other times as they may deem expedient, and may adopt such rules and regulations, not in conflict with this act, governing all appointed officers under the provisions of this act, and shall cause the rules and regulations or revision thereof to be printed and circulated at the expense of the Territory. Each member of the board of control shall be deemed qualified when he shall have been duly appointed and shall have taken and filed the oath of office hereinafter prescribed, and no bond will be required.

SEC. 7. There shall be a manager, who shall be a citizen of the United States, and who will be appointed by the board of control, removable by such board, and whose term of office shall be for two years from the date of his appointment, unless sooner removed, and who shall receive an annual salary of two thousand five hundred dollars except the first two years, when he will receive three thousand five hundred dollars, payable monthly out of any funds in the Territorial treasury not otherwise appropriated, and in addition to such annual salary he shall receive ten cents per mile for every mile actually trav-

led outside of the city limits of Honolulu, in the discharge of his official duties within the limits of the Territory of Hawaii, and he shall be deemed not to have any official duties elsewhere. He shall take the oath of office hereinafter prescribed and execute to the Territory of Hawaii good and sufficient bond, to be approved by the board of control and the attorney-general, in the sum of ten thousand dollars, conditioned for the faithful performance of his duties and the true accounting for all public monies received and collected by him and the payment of all such public money to the treasurer of the Territory, and at the expiration of his term of office the turning over to his successor all books, records, papers, and property of every description belonging to his office, together with all liquors, opium, awa, and stock on hand and in transit, of every description, accompanied by a true invoice thereof, and of all balances of public money remaining in his hands. Such bond shall cover all illegal or unlawful acts committed by any clerk or employee in the manager's office or in the discharge of any official duties connected therewith; but the manager may require an indemnifying bond from any clerk or employee in his office or under his supervision, in such sum and with such sureties as he may deem necessary. The manager shall not hold any other public office nor be engaged in any private business whatsoever during his term of office, but shall devote his whole time to the faithful carrying out of the provisions of this act. He shall be the active purchasing agent of the Territory in every transaction connected with the purchase, sale, and dispensation of all intoxicants to be legally sold, used, and stored within or imported to the Territory of Hawaii. Upon his request he shall be entitled to and receive, without charge therefor, the opinion and advice of the attorney-general, or of the county attorney in any county, concerning the discharge of his official duties; but such opinion or advice shall not relieve the manager of the responsibility of his official acts nor the liability under his bond if adjudged otherwise by any court of competent jurisdiction.

SEC. 8. The manager shall appoint and remove all dispensers. Whenever a dispensary is established he shall place such dispensary in charge of a competent dispenser, either male or female, who shall be a citizen of the United States, of good moral character, taking a special regard to the recommendation of citizens at special elections, and who shall take and file the official oath as hereinafter prescribed, and furnish an official bond to the Territory of Hawaii in a sum to be fixed by the manager, with good and sufficient sureties, and conditioned for the faithful performance of his duties as dispenser and the true accounting of all public monies received by him and payment thereof to the Territorial treasurer, and the turning over to his successor in office of all books, papers, and unsold stock of liquors, opium, and awa, accompanied by a true invoice thereof, together with all other property and fixtures belonging to said dispensary, and for the payment to his successor of all balances of money in his hands belonging to the Territory. Such bond shall be approved by the manager and the attorney-general, and shall be filed with the Territorial treasurer. Such bond shall cover all illegal or unlawful acts of clerks or employees at said dispensary who shall be under the supervision of the dispenser. All such clerks shall be appointed by the dispenser, with the approval of the manager, and may be dismissed in the same manner. The dispenser may require an indemnifying bond from the

clerks and employees appointed by him and under his charge. The manager shall keep the principal stocks of liquors under his charge wherever located, properly insured against loss by fire, and all such policies of insurance shall be in favor of the Territory of Hawaii. The manager and his deputies shall be ex officio deputy sheriffs, with jurisdiction throughout this Territory for all purposes under this act and may, at any place or time, swear in deputies to act under him when necessary, in any proceeding connected with the control, sale, and dispensation of intoxicants and the detection and conviction of persons violating the provisions of this act. Upon the discharge of such special force the manager shall give to each person so employed a statement in writing, and officially signed by him, showing the length of service and, at the rate of twenty-five cents an hour, how much the person is entitled to, which shall be sufficient evidence for the Territorial auditor to draw a warrant in favor of the person named for the amount shown in such statement. The manager may also furnish his deputies and employees for the time of their service with a badge "Liquor police," which may be worn concealed and exhibited only in case of necessity. In each county there shall be a government warehouse, located at the county seat of such county, in charge of a deputy manager, who shall be appointed by the manager and shall be subject to his orders. The salary of such deputies shall be fixed by the board of control, to be paid monthly. Each dispenser in the county shall file orders for stock with such deputy. The manager shall keep a stock of intoxicants stored in such warehouse as will be necessary to supply all the dispensaries in the county, and store all manufactured liquors provided for under this act, and also store such intoxicants as may be seized when found unlawfully within the county, and for the storage of furniture and fixtures connected with establishment or removal of dispensaries, and for all other proper purposes under this act. The deputy in charge shall report as required by the manager, who shall be responsible for his official acts and may require a bond from such deputy as provided for clerks under their charge.

SEC. 9. All invoices, bills, and other evidences of indebtedness against the Territory connected with the control, sale, and dispensation of intoxicants shall be filed with the manager, who shall examine them. If found correct, he shall endorse them "Approved" and sign such approval; but if found incorrect, he shall endorse them "Rejected," and briefly note the reasons for rejection and sign the same. In either case he shall then turn such evidence of indebtedness over to the Territorial auditor for his consideration, and all payments of money under this act shall be paid by warrant as in other cases of claims against the Territory, with the exception that they must first be presented to the manager.

SEC. 10. Wherever the word "manager" appears in this act it shall mean the "manager of intoxicants," which shall be the official title of that office and officer. The manager shall draft forms of records and blanks for the entire service with a view to collecting reliable statistical information, which may be readily and accurately compiled from such records when complete. He shall then submit such drafts to the board of control, and when revised and approved by such board the manager shall advertise for sealed tenders and proceed with letting the contract as is provided by law for public printing. However, if all the bids submitted are exorbitant, the manager may proceed to let

the contract without further notice elsewhere if any considerable saving to the Territory can be made by so doing.

SEC. 11. The salaries and bonds of dispensers, clerks, and employees shall be fixed by the manager, with the advice and consent of the board of control, but in no case shall the salary of any dispenser be fixed in proportion to or be dependent upon the amount of sales made by him at the dispensary over which he has charge. All salaries shall be paid monthly, except to members of the board of control, who shall be paid annually; and the Territorial auditor may require vouchers returned, as in other cases of money paid by warrant.

SEC. 12. The Territorial treasurer shall keep a separate account of all money received and disbursed under this act, and all warrants for payment for liquors, salaries, and expenses connected with the control, sale, and dispensation of intoxicants shall be drawn on such account. All money remaining in or accumulating in the Territorial treasury derived from the sale and dispensation of intoxicants is hereby appropriated for the purpose of paying and redeeming such warrants, and such funds shall be turned in to the special "School extension fund."

SEC. 13. The sum of two hundred thousand dollars, for the biennial period, is hereby appropriated, out of any funds in the treasury not otherwise appropriated, for the purpose of purchasing a stock of intoxicants to be controlled, sold, and dispensed under the provisions of this act and for the establishment of such dispensaries within the Territory as may be decided upon by the board of control.

SEC. 14. The manager shall purchase and at all times keep, under supervision of the board of control, a stock of spirituous, vinous, and malt liquors, opium, awa root, and other intoxicants, as the board of control may direct and the board of health permit.

SEC. 15. Before purchasing any stock of intoxicants the manager shall submit a statement in writing to the board of control, in which he shall give estimates of the amount and kind of intoxicants that, in his judgment, shall be needed to supply the dispensaries throughout the Territory for one year. After revision of such estimates by the board of control, such written statement shall be submitted to the board of health or its executive committee. It shall be the duty of the board of health or its committee to fix the standard as to quality and strength, and said board may reject any intoxicant which may be peculiarly harmful to the public health. Such decision of the board shall be in writing, attached to the manager's statement of estimates, and shall be returned within ten days to the board of control.

SEC. 16. When the manager's statement of estimates shall have been revised by the board of control and approved by the board of health or its executive committee and returned to him, it shall then be the duty of the manager to advertise for sealed bids to furnish all or any part of the intoxicants, according to such revised estimates and in such manner as the board of control shall direct; but such advertisement shall refer to the law and conditions under which such stock shall be purchased and shipped, and contain a clause to the effect that samples in sealed packages must be submitted with the sealed proposal, showing the kind, strength, and quality of liquors and intoxicants. When received by the manager, all such samples shall be by him turned over to the board of health or its executive committee, whose duty it shall be to inspect and analyze such samples and keep a record of such analysis in a book for that purpose, and all such samples found to be

impure, adulterated, below standard, or in any manner different from the requirements previously described, as shown by the revised statements of estimates, shall be sealed and returned to the manager, accompanied by a written statement showing such defects; upon receipt of which the manager shall return the sample to the owner marked "rejected," and a statement by mail showing why rejected. All samples which prove to be in conformity with the requirements previously reported to the manager shall be retained by the board of health until the stock purchased from the successful bidder shall have been received by the manager; whereupon it shall be the duty of the board of health to test such stock, and if it is up to the standard as to strength and purity as reported previously, then such purchase shall be approved by the board of health or its executive committee and the board of control, and thereafter such stock of intoxicants shall be deemed to be lawfully within the limits of the Territory and shall be distributed among warehouses and dispensaries for sale in such quantities as may be ordered by the several dispensaries or as the manager may deem best for the service. And the Territorial auditor shall draw and deliver warrants in payment therefor, but in case such stock so received and tested shall not compare with the sample or shall not fulfill the requirements as to standard, purity, strength and quality, then it shall be the duty of the board of health to reject all such stock or such part of which as fails to meet the requirements of the law, and so notify the manager in writing, showing the cause of such rejection. It shall then be the duty of the manager to notify the shipper of such rejection and the cause thereof, and further notify the shipper that the stock will be held for a reasonable time; and upon his order and payment of freight, cartage, and other expenses, which may be estimated by the manager, and required to be paid in advance, the stock so rejected shall be shipped out of this Territory of Hawaii and in shipping shall remain under the control of the manager until the limits of the Territory have been reached, when such control shall pass to the regular shipper. Any liquors or intoxicants shall be shipped at owner's risk in all cases. If any spirituous, vinous, or malt liquors or other intoxicants shall be rejected or condemned by the board of health as impure and unwholesome, such liquors or intoxicants shall not be sold within the limits of this Territory, and payment for the same shall be refused by the manager to the person, firm, or corporation from whom such liquor was purchased.

SEC. 17. Whenever a dispensary is established at any place within the Territory the manager shall select a suitable location and building for the same. He may rent or lease a building if there is none provided by the Territory, county, city, or town, and shall prescribe the general arrangements and necessary furniture which he shall purchase on behalf of the Territory, and the stock shall be so placed and guarded by rail or iron screen, so as not to admit of customers or others having access thereto, except the dispenser or clerks of such dispensary. He shall prohibit any display of attractions, such as expensive furniture, pictures, advertisements, and unnecessary display of stock. He shall cause the counter at which customers present applications to be located in such a manner as to only accommodate one applicant at a time, with a view to making the service similar to that in a post-office with little or no room for loafers, and no seats or other accommodations shall be furnished for customers or others not employed in the

dispensary. The manager shall issue certificates to the dispenser, showing the person appointed dispenser and the date of appointment, and a certificate showing the date that such dispensary shall be opened for a legal dispensation of intoxicants under this act, and such statements as he may deem necessary and not in conflict with this act. The dispenser shall keep such certificates posted in a conspicuous place in such dispensary, together with a printed copy of this act.

SEC. 18. Before selling or delivering any intoxicants to any person an application must be presented to the dispenser or his clerk or his assistant in charge of the dispensary upon a printed form furnished for that purpose, and the applicant shall fill the blanks, written in ink, stating the kind, quality, and price of the liquor or other intoxicant wanted, dated with the true date and with his or her name signed hereto, except as to physicians' prescriptions herein provided, in which case such prescription shall be taken by the dispenser, clerk, or assistant in lieu of such application, provided that the dispenser, clerk, or assistant knows such prescription to be genuine and not issued for the purpose of avoiding the provisions of the act. The dispenser shall keep a book in which he shall register the names of all applicants, including physicians' prescriptions, and shall number consecutively all applications and shall register the number in connection with the name of the applicant; that such book shall be opened only to the manager, the members of the board of control, attorney-general, county attorney or grand jury, and no part of such record shall be published. If any person shall make any false or fictitious signature, or sign any name other than his own to any application or prescription, or make any false statement on any request or application or prescription, he shall be guilty of a misdemeanor, and upon conviction thereof shall be fined for each offense not exceeding fifty dollars or imprisoned in the county jail not exceeding thirty days. No intoxicating liquor shall be sold or delivered to any minor, intoxicated person, or habitual drunkard, and dispenser may make rules and regulations not in conflict with the rules of the board of control or manager, and not inconsistent with this act, as may be proper for the management of the dispensary.

SEC. 19. All intoxicants shall be sold or delivered by the dispenser, his clerk or assistant, in sealed packages only, and all sales shall be made for cash only.

SEC. 20. If the manager, dispenser, clerk, or assistant, or any employee in the service connected with the control, sale, and dispensation of intoxicants shall break seals, adulterate, or cause to be adulterated any liquors, wines, or other intoxicants which he or she or they may keep for sale under the act, by mixing with coloring, water, or any drug or ingredient whatever, or mix the same with other liquors of different kind or quality, he, she, or they shall be guilty of a misdemeanor, and upon conviction thereof shall be fined not less than one hundred or more than five hundred dollars, or imprisoned in the county jail not less than three months, or both such fine and imprisonment.

SEC. 21. All liquors for medicinal and sacramental purposes shall be purchased at a dispensary established under this act, and all intoxicants not purchased at such a dispensary or under the control of a manager shall be deemed to be unlawfully within the Territory of Hawaii, and shall be subject to seizure, and upon order of the circuit court, after due process of law, shall be destroyed except as hereinafter provided.

SEC. 22. The price and quantity of the intoxicant to be sold sealed packages shall be fixed by the manager, subject to revision any time by the board of control; provided that in the case of distilled liquors each package shall not contain less than one-half pint, or more than five gallons; in case of other intoxicants sealed packages shall contain such quantity as the board of control may from time to time direct, and it shall be the duty and exclusive privilege of the manager only to seal all such packages. All intoxicants shall be sold at a price not exceeding eighty per centum, except the first year, when they may be sold at cost.

SEC. 23. Each dispensary shall be opened at seven o'clock a. m. and closed at seven o'clock p. m., also closing between the hours of two o'clock m. and one o'clock p. m. and on Sundays and on election days. Only one application by the same person on the same day shall be accepted at any dispensary, but such application may call for a number of sealed packages of different qualities and sizes. The label on each sealed package shall name the quantity, quality, and kind and price of the liquor contained therein.

SEC. 24. No drinking of intoxicants shall be allowed in or about a dispensary or the premises upon which it is situated, nor shall a person not an employee be allowed to loiter about such premises; and if any such persons fail or refuse to comply with the provisions of this section when ordered so to do by the dispenser or the clerk or assistant in charge, such persons so neglecting or refusing shall be guilty of a misdemeanor, and upon conviction thereof shall be fined not exceeding ten dollars or three days in the county jail.

SEC. 25. No spirituous, vinous, or malt liquors or other intoxicants shall be sold at any dispensary to persons purchasing for the purpose of selling again, except as in this act provided, and the board of control and manager are required to make and promulgate such rules as require dispensers to make such investigations as will prevent persons from so purchasing; and if the dispenser becomes satisfied that a person or persons have purchased or in the habit of purchasing for the purpose of selling again, he or she may refuse to sell to such persons at all, or may sell them in such quantities as will practically prevent resale; provided that the keeper of any hotel or restaurant may purchase a sufficient quantity of malt liquors and wine only to supply his guests for table use, and such wines and malt liquors shall be delivered to such guests by him in the original sealed packages only for which such keeper of hotel or restaurant shall charge and collect the price indicated on the label of the package and actually paid to him at the dispensary, and no more; but no distilled liquors shall be sold to any keeper of any hotel or restaurant by any dispenser under this section of this act. If at any time the dispenser becomes satisfied that any keeper of hotel or restaurant is repeatedly violating the provisions of this section, he shall refuse to sell to him or any other person for the use of such hotel or restaurant any and all of the liquors in this section provided, and any keeper of any hotel or restaurant who shall violate any of the provisions of this section shall be guilty of a felony, and upon conviction thereof shall be punished for each offense as provided in section five of this act.

SEC. 26. Any dispenser shall sell distilled, malt, and fermented liquors upon the general prescription of a medical practitioner duly licensed by the board of health, which prescription shall be in writing

in the English language, signed by such physician, specifying the name of the person to be supplied and the quantity, quality, and kind of liquor to be supplied. Such prescriptions shall be received by the dispenser in lieu of the written application herein otherwise provided, and no physician shall give a prescription to any person except for legitimate medical purposes. Every dispenser shall keep on file every prescription upon which any such sale has been made, and shall number each prescription, and shall keep in a book prepared for that purpose a record of all prescriptions, which book shall be at all times open to the inspections of the public, and shall contain the name of the physician giving the prescription and the number of such prescription. Any dispenser who shall knowingly sell such liquors on a bogus prescription, and any physician or other person who shall give, procure, or aid in procuring any false or fraudulent prescription for any spirituous or fermented liquors in violation of the provisions of this act, shall be guilty of a misdemeanor, and on conviction thereof shall be fined or imprisoned at the discretion of the court.

SEC. 27. The manager shall make a quarterly report to the Territorial treasurer which shall include the last day of March, June, September, and December of each year, and therewith turn over all public money that may be in his hands, and on the thirty-first day of December of each year shall make an annual report to the governor, which shall comprise all available statistics compiled in compact form, with definite results shown and estimates made covering the entire service of the year. Such annual report shall be printed and circulated throughout the Territory.

SEC. 28. Each dispenser shall make a report to the Territorial treasurer on and including the last day of each month, in which he shall show the amount and kind of liquors or other intoxicants on hand on the first day of the month, the amount and kind of liquors or other intoxicants received during the month, and the amount of liquors and other intoxicants on the last day of the month. He shall also report the kind, quantity, and price of all liquors and other intoxicants sold during the month and shall transmit such report, together with a check or money order covering all public moneys in his hands arising from the sales of intoxicants during the month.

He shall make a duplicate of such report and mail it to the manager; and if such dispensary be located in an organized county, he shall prepare another copy and mail it to the county treasurer of such county. Every dispenser shall keep an account of all petty expenses incurred by him incidental to the service in a separate book for that purpose, and quarterly, on the last day of March, June, September, and December, shall report the same separate to the manager; when approved by the manager this shall be submitted to the Territorial auditor, and when audited a warrant shall be drawn in the name of the dispenser and mailed to him.

SEC. 29. All members of the board of control, manager, dispensers, whether male or female, clerks, and employees connected with the control, sale, and dispensation of intoxicants shall be citizens of the United States, and, except the members of the board of control, hold no other public office, nor shall they, or any of them, engage in any private business whatever during the term of their appointment.

SEC. 30. All appointments under this act shall be for two years from

date of appointment unless sooner removed, and no minor shall either appointed or employed in any capacity under this act.

SEC. 31. All oaths of office and official bonds under this act shall be filed with the treasurer of the Territory.

SEC. 32. The following oath shall be required to be taken and taken with the Territorial treasurer by every member of the board of control and every officer, clerk, and employee appointed in the service connected with the control, sale, and dispensation of intoxicants within the limits of the Territory of Hawaii:

Having been appointed as ——— in the service of control, sale, and dispensation of intoxicants in the Territory of Hawaii, I do solemnly swear that I will, to the best of my knowledge and ability, discharge the duties of ———, for which I have been appointed; that I am not a minor and that I am not addicted to the use of intoxicants; that I will use my best efforts to carry out the provisions of this act and all other laws amendatory thereof and supplemental thereto; that I will refrain from active participation in politics or political parties, except to vote, during my appointment and strive to place the service under this act above political influence or party success; that I will use my best endeavor to make the service efficient and strive to obtain the aim of this act intended to suppress the abuse of intoxicants and the evils resulting therefrom; that without fear, favor, reward, or hope of reward, I will faithfully serve the Territory of Hawaii and expose any and all violations of the laws governing the control, sale, and dispensation of intoxicants. So help me God.

SEC. 33. Every officer, clerk, or employee under this act who shall make any false entry upon any record or other book, paper, or written statement shall be guilty of perjury, and every officer, clerk, or employee who shall misappropriate any of the money arising from the sale of intoxicants under the provisions of this act shall be guilty of embezzlement and shall be punished as provided by law for such offenses.

SEC. 34. Any person not a Territorial, county, or municipal officer who shall voluntarily initiate proceedings in any court and secure the conviction of the guilty party or parties under this act, and who shall furnish the Territorial auditor with a certificate signed by the attorney general or county attorney, showing the conviction in such case and the sentence of fine or imprisonment or both, and that the person named in the certificate appeared and testified as a witness in such case, shall be entitled to receive a warrant drawn upon the fund appropriated under this act equal to one-half of the fine and one dollar for each day of imprisonment of the convicted party; but in case of acquittal the court may tax the costs against the complaining witness.

SEC. 35. Any person who shall directly or indirectly keep or maintain by himself, or by associating or combining with others, or who shall in any manner aid or assist in keeping or maintaining any club, room, or any like place under whatever name, where intoxicating liquors are sold, bartered, distributed, divided, or in any way disposed of for profit, shall be guilty of felony, and upon conviction thereof shall be punished for each offense as provided in section five of this act.

SEC. 36. No druggist, drug store, or any proprietor, partner, stockholder, or employee of any drug store or any other place of business in this Territory shall sell any spirituous, vinous, or malt liquors, or other intoxicants, except as in this section provided: Druggists shall purchase all the liquors and alcohol necessary for compounding mixtures from a government dispensary only, and no person or concern shall part with any such mixture or compound otherwise than on the prescription of a physician duly licensed by this Territory, which shall be prescribed, sold, and used as medicine only, and shall not be dru

upon the premises where sold and delivered. Such druggists may also, upon such prescription for medicinal purposes only, purchase a reasonable amount of spirituous liquors and dispense such liquors in the original sealed packages obtained from the government dispensary, provided that such sale is made at the same price paid for such liquor at the dispensary and no more, and that such sealed packages shall not be broken by the purchaser, or by any person for him, or drunk by him upon the premises where sold and delivered.

All patent medicines containing alcohol shall not be sold or kept for sale or otherwise by druggists unless such medicines shall have been first submitted to the board of health for analysis, and a certificate issued by such board authorizing the keeping and sale thereof. No fee or other charge shall be made or collected by the board of health for such analysis or certificate; that nothing in this section shall be construed to authorize the sale of any preparation or compound, under any name, form, or device whatever, which, containing alcohol, may be used as a beverage.

That whenever the board of control, manager, or dispenser, or either of them, may become satisfied that any druggist or drug store, or any proprietor or employee therein, is directly or indirectly selling, bartering, exchanging, or in any unlawful manner disposing of liquors for profit, or for any other purpose than that authorized by this section, the dispenser may refuse to sell any more liquor to such druggist or to any other person connected with such drug store, or to any person for them or either of them.

The manager of intoxicants shall cause to be printed, in clear, large type, all of this section, and mail a copy to each druggist and drug store doing business in this Territory; and it shall be the duty of each druggist or drug store, or person in charge thereof, to post and keep posted at all times in a conspicuous place in such drug store or place of business such copy of this section.

Any druggist, drug clerk, proprietor, partner, stockholder, or employee of any drug store who shall, directly or indirectly, violate any of the provisions of this section shall be guilty of felony, and upon conviction thereof shall be punished for each offense as provided in section five of this act, and upon such conviction of any person, in any capacity employed in and about any drug store doing business in this Territory, his license, together with all other licenses, certificates, permits, and other evidences of authority to do business, without further proceeding shall stand revoked and canceled, and thereafter shall be null and void; and any drug store, the owners or proprietors of which, through act, consent, or negligence, having permitted the unlawful sale or dispensation of intoxicants therein, is hereby declared a nuisance, and the attorney-general is hereby authorized, empowered, and directed to close such drug store.

SEC. 37. The sureties or any official bond of manager of intoxicants, or the official bond of any dispenser, shall be liable, jointly and severally, for all fines, penalties, damages, and costs that may be adjudged by court against any such officer or employees under him, and shall also be liable, jointly and severally, for all losses of monies or liquors and other intoxicants and other public property under his charge which may be sustained by the Territory of Hawaii; and for the faithful and correct accounting and remittance of all public monies coming into his hands by virtue of his office. Said official bonds shall be for the use of

the Territory of Hawaii, and in case any of the conditions shall be violated, the principal and sureties thereon shall be jointly and severally liable for all damages that may be obtained against the principal in any action under the provisions of this act.

All monies collected for the breaches of such bond shall be paid to the treasurer of the Territory and by him credited as other funds arising from the sale and dispensation of intoxicants under this act.

SEC. 38. Any officer or clerk may be removed from office or discharged by the same board or person appointing him, at any time, for cause of which he shall be notified, and cause of removal must be based upon the grounds of violating his oath of office or guilty of other misconduct in his office or of violating the provisions of this act in any manner.

SEC. 39. Whenever counties shall be duly organized, each county shall be entitled to one-half of the net profits resulting from the sale and dispensation of intoxicants and all fines collected within the limits of such county under the provisions of this act.

All fines collected and other money arising under the provisions of this act shall be forwarded to the Territorial treasurer, and annually on the first day of January such one-half of the net profits shall be credited to each county subject to the order of the county treasurer, which may be paid by Territorial warrant and upon receipt by the county treasurer shall be credited to the county general fund.

SEC. 40. The manufacture of opium for smoking within the limits of this Territory is hereby prohibited, and any person who shall violate the provision of this section shall be guilty of misdemeanor and shall be fined one hundred dollars for each offense.

SEC. 41. The sale, barter, exchange by and between private parties, as well as transportation, not accompanied by a special permit from the manager, of manufactured opium destined for smoking within this Territory, unless served from a dispensary and in sealed packages, shall be unlawful and subject to the same rules and penalties as provided under this act for liquors. Each dispensary shall be provided by the manager with a sufficient amount of manufactured opium in sealed packages for the use of incurable regular consumers thereof. It will be sold for cash only, and at a profit not exceeding eighty per centum, upon written applications to such applicants who shall once a year procure a certificate from a duly licensed physician testifying that such applicant is incurably addicted to the use of opium and stating the weekly ration consumed by him.

A separate register of such consumers shall be kept in each dispensary and the names of all habitual, incurable consumers, their age, weekly rations, dates and amounts of dispensed opium, names of physicians who have issued certificate, dates of each certificate, as well as such other details as the board of control may see fit to record, will be duly recorded by the dispenser.

Nothing in this section shall be construed so as to affect the sale, dispensation, and transportation of medicinal opium for medicinal purposes by the druggists.

SEC. 42. The sale, barter, exchange, as well as transportation, not accompanied by a special permit by the manager, by and between private parties of the awa root and its produce of every description, unless derived from the government dispensaries, shall be unlawful

within this Territory and subject to the same rules and penalties as those provided for liquors under this act.

Each dispensary shall be provided with sufficient stock of awa root to cover the needs of regular incurable consumers thereof; it will be sold and dispensed only to such regular incurable consumers for cash and not exceeding eighty per centum of its original cost, and upon application accompanied by certificates of duly licensed physicians as provided for opium. A special record as that provided for opium will be held in each dispensary. All details in regard to the control of the sale of awa root not inconsistent with this section will be determined by the board of control.

Nothing in this section will be construed so as to affect the sale, dispensation, manufacture, and transportation of awa root and its produce by the druggists for medicinal purposes.

The manager will keep in each dispensary sufficient stock of pure, ninety per cent strength alcohol for chemical and technical and industrial purposes, which alcohol will be dispensed in sealed packages of not less than one-half pint and not more than five gallons, and at a price either at cost or not exceeding ten per centum over and above its actual cost, as the board of control sees fit. It shall be dispensed like other liquors upon written application signed by the applicant himself and stating the specific purposes for which such alcohol is required and will be used. Should any dispenser have any grounds to believe that an applicant for alcohol is not a bona fide one and that he uses such alcohol for diluting and drinking he may refuse to fill such orders of such applicant.

SEC. 43. Upon the receipt of a petition signed by at least one-fourth of the qualified electors who voted at the last general election in any voting precinct, the board of control shall order a special election in such precinct to be held at the same place where the last general election was held, as nearly as may be, and shall name the date upon which such special election shall be held and appoint three qualified electors residing within such precinct as judges of election. The wife and daughters, of age, of each elector shall be qualified to vote and to act as judge or clerk at such election.

Upon receipt of such appointment the judges of election shall give at least thirty days' notice of the date and place where such election will be held, by publication of notice in a weekly or daily newspaper published in such precinct and by posting notices of such election in six conspicuous places in the precinct. If there should be no newspaper published in the precinct, then such publication shall be made in a newspaper published nearest to the place of holding such election.

The judges of election shall appoint two clerks, male or female, who shall record the names of the persons voting at such election. No registration prior to such election shall be required except that all persons who registered for the last general election, together with his wife and daughters, over twenty-one years of age only, shall be qualified to vote at such special election.

It shall be the duty of the judges of election to provide a ballot box and such other appurtenances as may be necessary, provided that no polling apartments shall be required, that no sheriff or his deputies or policemen shall be allowed to interfere with any voter nor be conspicuous as to number in or about such polling place, unless called upon to keep order by the judges of election.

The manager shall furnish records and ballots which shall be prepared and revised by the board of control. The ballots shall be in the following form and an X mark made in the column to the right of the proposition shall be an affirmative vote on the proposition and any names recommended for dispenser shall be considered by the manager in making an appointment, but he may appoint any other person.

[Form of ballot.]

1. No dispensaries.
2. Less dispensaries.
3. More dispensaries.
4. No change.

Name recommended for dispenser, _____.

The judges and clerks, in holding such special election, shall be further governed by such rules and regulations as the board of control may prescribe as to the manner of conducting election and making the returns thereof. The board of control is hereby authorized and empowered to make rules and regulations for the holding, conducting and making returns of any special election not otherwise provided in this act, and all returns shall be made to the board of control and kept on file in the manager's office. If a majority of people entitled to vote at such special election shall vote "No dispensaries," then no dispensaries shall be established in such precinct until expressed otherwise at a subsequent election. And should any dispensary already exist, such dispensary shall be removed. If a majority of the persons entitled to vote shall vote "Less dispensaries," the board of control and manager shall proceed to remove one or more of the dispensaries previously established in such precinct. If the majority vote be for "More dispensaries," then the board of control and manager shall proceed to establish one or more dispensaries in such precinct. And if the majority should vote "No change," the board of control and manager shall make no change until otherwise recommended at a subsequent election.

SEC. 44. In the operation of the business management connected with the control, sale, and dispensation of intoxicants under the provisions of this act, where ambiguity appears in the statute or where there is doubt as to the meaning and intent of the law, such questions shall be referred to the board of control, and any rule of procedure promulgated by the board of control shall govern on such doubtful points until the meeting of the next legislature.

SEC. 45. No new liquor licenses of any kind, whether wholesale or retail, shall be issued from the date of the passage of this act. Nothing in the act shall be construed so as to affect in any way the rights of private dealers in liquors, granted to them by licenses already issued, but none of such licenses shall be renewed upon the expiration of its term. On and from July first, nineteen hundred and one, the day when this act shall take effect, the board of control and the manager may, if they see fit, establish liquor dispensaries in any place, whether the local private license term is expired or not.

The manager may buy from licensed parties before the expiration of the term of license any stock that they may have on hand and willing to sell. Such sales will be subjected to the same provisions as enumerated in section fifteen of this act.

SEC. 46. The attorney-general shall at all times, when requested, furnish legal opinions and advice to the board of control or manager.

or any dispenser, concerning the control, management, and dispensation of intoxicants under the provisions of this act, without charge therefor, and shall prosecute all cases affecting the Territory. He may act with any county attorney and may authorize any county attorney to institute proceedings, either civil or criminal, on behalf of the Territory, provided that the county in which such county attorney resides is not a party in such proceedings.

SEC. 47. In all matters affecting the interests of any county the county attorney shall institute proceedings in court to protect the interests of such county and shall prosecute all violations of this act on behalf of the Territory. He shall render legal opinions and give legal advice to any officer under this act, upon application therefor, without charge, and the attorney-general and county attorney may act together or separately in all cases affecting either Territory or county arising under the provisions of this act.

SEC. 48. That all laws and parts or clauses of laws, together with pains and penalties thereunder, in conflict with this act are hereby repealed.

SEC. 49. That the sum of — dollars is hereby appropriated by the legislature for the biennial period, from any money in the public treasury not otherwise appropriated, for the pay roll of officers and other current expenses of the service under this act. This amount shall be credited to a fund for the general purpose of carrying out the provisions of this act as to the sale, control, and transportation of intoxicants under this act. Such fund shall be subject to the orders of the board of control. That the further sum of — dollars is hereby appropriated, out of any money in the public treasury not otherwise appropriated, to meet the expenses of organization and commencing the operation of the service under this act. This sum shall be a special fund of organization of the service relating to the sale, control, and transportation of intoxicants, and shall be subject to the orders of the board of control for the purposes of this act.

SEC. 50. This act shall take effect and be in force on and from July first, nineteen hundred and one.

EXHIBIT No. 4.—*House bill No. 65.*

Introduced March 21, 1901, by F. W. Beckley. First reading in house March 21, 1901.

AN ACT creating the office of transportation commissioner, fixing his salary and defining his duties, and duties of common carriers, and providing penalties for violation thereof, and repealing all laws in conflict herewith.

Be it enacted by the legislature of the Territory of Hawaii:

SECTION 1. That there is hereby created the office of transportation commissioner of the Territory of Hawaii.

SEC. 2. The transportation commissioner shall be elected at each general election in the same manner as members of the legislature, and shall hold his office for two years and until his successor is elected and qualified.

His term of office shall commence on the first day of January next after his election. The first transportation commissioner under this act shall be elected by the legislature, and shall hold office until the

thirty-first day of December, A. D. 1902, and until his successor is elected and qualified, and he shall receive a salary of three thousand dollars per annum, payable monthly out of the Territorial treasury.

SEC. 3. Such commissioner, before entering upon the discharge of the duties of his office, shall take and subscribe the following oath, which shall be filed in the office of the secretary of the Territory, namely:

I do solemnly swear (or affirm) that I will support the Constitution of the United States and the organic act of the Territory of Hawaii, and that I will faithfully and impartially discharge the duties of transportation commissioner as provided by law to the best of my ability; that I am not in the employment of, and that I own no stock or bonds of, and am not otherwise pecuniarily interested directly or indirectly in any railroad, steamship, freight, or transportation company, or any other common carrier concern.

He shall give a bond in the sum of five thousand dollars, conditioned for the faithful and impartial discharge of his duties, to be approved by the governor and filed with the secretary of the Territory. The commissioner shall appoint two deputies, one of whom shall reside in Honolulu, and shall perform the clerical work in the main office, and another who shall reside at Hilo and perform the clerical work in the branch office to be established there by the commissioner, together with such other duties as the commissioner may impose on either deputy.

Each of said deputies shall receive a salary of one thousand dollars per annum, payable monthly out of the Territorial treasury, and in addition thereto the commissioner or his deputy shall receive ten cents per mile for each mile actually traveled, in excess of five miles at any one time, in the discharge of his duties, which shall be paid out of the Territorial treasury.

The deputies so appointed shall have the same power and authority as the commissioner to act upon all matters connected with the duties of commissioner as provided by law, in the absence of the commissioner from either office. Such commissioner and deputies shall perform all the clerical labor of both offices, and shall be entitled to all other clerical assistance.

The commissioner may require a bond from his deputies, and the commissioner shall be responsible for the acts of his deputies.

SEC. 4. The commissioner of transportation shall have supervision over all persons, partnerships, and corporations, engaged as common carriers of passengers and freight within the Territory of Hawaii and upon the waters thereof, and over all charges made by any person, partnership, or corporation for the transportation of passengers, goods, merchandise, and other property from one place to another in the Territory, and shall inquire into any neglect or violation of the laws of this Territory on the part of any person, partnership, firm, corporation, or company engaged in transporting passengers, or freight for profit within this Territory or upon the waters thereof, or by the officers, agents, or employes of such persons, partnerships, firms, corporations, or companies. He shall inspect and examine the condition, equipment, and manner of management of any and each common carrier doing business exclusively within this Territory with relation to public safety and convenience.

He shall examine and ascertain the pecuniary condition and financial management of all common carriers. Whenever he shall receive complaint in writing, duly verified upon oath made by any person, firm,

corporation, or association, or any mercantile, agricultural, or manufacturing society, or association, or any body politic, or municipal organization, of any neglect or violation of law, specifying in particular and detailing the acts complained of, and naming the person or persons committing such violation of law, applicable to common carriers, the commissioner shall forthwith notify the person, persons, firm, corporation, or company complained of, in writing, specifying the charges set forth in such complaint and fixing in such notice a time and place at which he will investigate the same; and if, upon investigation, he shall find that the charges are well founded, he shall so decide, and the decision of the commissioner respecting such charges so investigated, shall be final and conclusive, unless appealed from within ten days from service of such decision, to the circuit court in the county where such investigation was made; unless due satisfaction be rendered to the complainant so aggrieved as decided by him, the commissioner shall, within twenty days from the expiration of the time for such appeal, report the facts of such investigation and his decision to the attorney-general of the Territory, who shall thereupon proceed at once to prosecute an action against such common carrier in the name and for the benefit of the complainant so aggrieved, at the expense of the Territory. Notice of appeal may be served upon the commissioner or either of his deputies, but after the attorney-general shall have commenced action, all papers thereafter shall be served upon him.

SEC. 5. During the month of February of each year the commissioner of transportation shall make a report to the Territorial treasurer as follows:

First. The actual cost of each railroad with all equipments, of each steamship, boat, or sailing vessel engaged exclusively in the transportation of freight and passengers, or either, from one place to another within the Territory.

Second. The actual gross receipts resulting from the operation of such railroad, steamship, boat, or sailing vessel during the next preceding year ending on the thirty-first day of December, inclusive.

Third. The total net earning resulting from the operation of any such railroad, steamship, boat, or sailing vessel during the next preceding year ending on the thirty-first day of December, inclusive.

Fourth. The total interest-bearing indebtedness of the person, partnership, or corporation owning or operating such railroad, steamship, boat, or sailing vessel; if more than one steamship, boat, or sailing vessel should be owned and operated under the same management, they may all be reported together, describing each and the amount of interest paid or dividends declared by such management during the next preceding year ending on the thirty-first day of December, inclusive.

The president or managing officer of every railroad or company owning and operating steamships, boats, or sailing vessels, and other persons, partnerships, or firms as common carriers, operating exclusively within this Territory or upon the waters thereof, including the channels and seas between the islands, shall, annually in the month of January of each year, make such report and returns to the commissioner of transportation, verified by the oath of such officer or person, or member of firm or partnership as shall afford the information aforesaid and such other information connected with such business of com-

mon carrier as the commissioner of transportation shall request, and at other times shall furnish within thirty days from the receipt of the commissioner's request such reports and returns as said commissioner shall require, which shall be duly verified under oath, and for such purpose he may prescribe blank forms, which shall be provided by the secretary of the Territory.

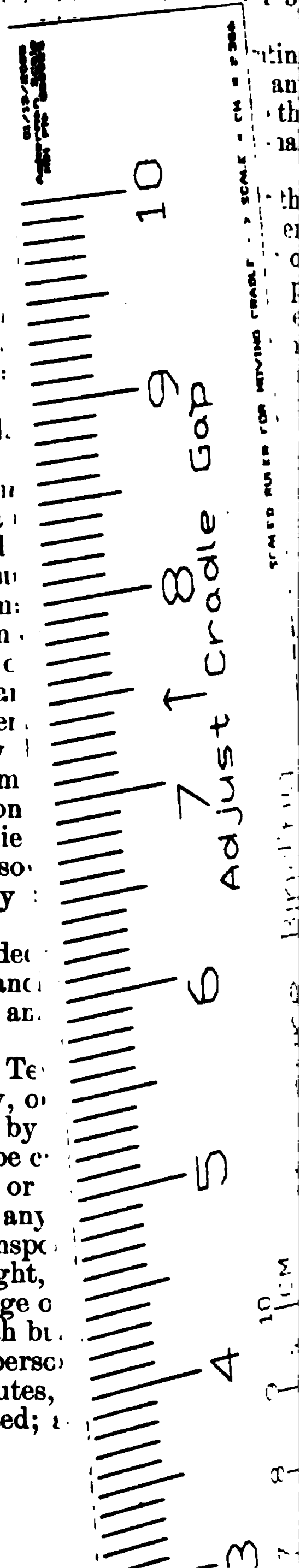
SEC. 6. Every person, partnership, firm, within this Territory as a common carrier v such report within the time prescribed the Territory one hundred dollars for each and be delayed.

All persons, firms, partnerships, or corporations taking effect of this act, be engaged in the business shall within twenty days give notice in writing transportation, stating the name or names of firm, or corporation, principal place of business, names of terminals, stations, names and residences of principal officers, and such person, partnership, firm, or corporation ritory ten dollars for each and every day in default.

SEC. 7. Such commissioner of transportation his duties, shall have power to examine with send for persons, books, or papers, and at a business hours, from nine o'clock a. m. until have access to all books and papers of every such firm, or corporation doing business as a common tory, and may copy or extract from the same may issue subpoenas requiring the attendance and production of books and papers at such time as he scribe. In case of disobedience of any subpoena, nness to testify to any matter to which he may it shall be the duty of the circuit court, in term the judicial district in which such investigation cation of the commissioner, to compel obedience proceedings for a contempt as in case of disobedience issued from such court, or a refusal to testify ish the offender accordingly.

SEC. 8. Such commissioner shall be provided at the capitol and a branch office at Hilo, and furniture, books, maps, supplies, stationery, and sary, at the expense of the Territory.

SEC. 9. No common carrier within the Territory demand, or receive from any person, company, or transportation of persons or property, either by a greater sum per mile or weight than shall be received from any other person, company, or services, or charge, demand, or receive from any corporation an unreasonable price for the transportation of property, or for handling or storage of freight, or other carrying capacity, or for any privilege of such common carrier in the transaction of such business. If a common carrier refuse or neglect to convey persons or property from one place to another, along their regular routes, capacity of such common carrier is exhausted; and



destination such freight shall be properly housed and protected and consignee promptly notified, by mail, of its arrival.

Any common carrier which shall violate any of the provisions of adding extortion or undue discrimination or any provision of rates, shall be liable to the person aggrieved to three damages sustained as determined by the commissioner or by any circuit court, and for costs.

Any person, partnership, firm, or corporation owning or operating a road or steamship in this Territory or upon the waters thereof, shall not collect, or receive a greater compensation for the transportation of persons than four cents per mile, and every such ship company shall sell at their ticket stations within their respective routes, tickets at a price not to exceed four cents per mile, but no railroad, steamship, or other common carrier shall be compelled to receive a single fare of less than five cents. Within six months after entering upon the discharge of duty the commissioner of transportation shall fix a schedule of passenger rates for all common carriers in this Territory, whether operating upon land or water, and he shall cause the same to be published in circular or pamphlet form, which he shall distribute throughout the Territory.

The schedule shall be published two successive weeks in a weekly newspaper published in each county where a newspaper is published. Within ten days after the completion of such publication of rate schedule any common carrier may cause said rates to be modified or complained of in circuit court, specially setting forth the rate schedule complained of, and notice shall be served upon the transportation commissioner or deputy in the same manner as in civil cases. And the attorney-general shall attend in person or appoint a competent attorney to represent the Territory at

When twenty days shall have expired after the last publication of the schedule relating to such rate schedule, all items in such schedule shall remain in force as provided in section 11 of this act and rates fixed therein shall be in force and shall be deemed reasonable rates, and any person, partnership, firm, or corporation doing business as a common carrier in this Territory who shall charge, demand, or receive greater compensation or rate than fixed in such rate schedule shall be liable therefor as provided in section 11 of this act.

The commissioner of transportation may from time to time change, amend, or add to such schedule of rates; but such changes, amendments, and additions shall be published in like manner as to appeal and review in circuit court.

That if any person, firm, partnership, or corporation doing business as a common carrier in this Territory shall repeatedly violate the law and the provisions of this act, and shall neglect and refuse to conform to the orders of the transportation commissioner, if not appealed from as provided, the license, charter, or other evidence of right to operate as a common carrier in this Territory may be revoked upon application by the commissioner in any circuit court, upon proof of such violations of law or of refusal or neglect to conform to his orders as appealed from as by law provided, and such common carrier shall not be reinstated.

mon carrier as the commissioner of transportation shall request, and at other times shall furnish within thirty days from the receipt of the commissioner's request such reports and returns as said commissioner shall require, which shall be duly verified under oath, and for such purpose he may prescribe blank forms, which shall be provided by the secretary of the Territory.

SEC. 6. Every person, partnership, firm, or corporation operating within this Territory as a common carrier who shall fail to make any such report within the time prescribed therefor shall forfeit to the Territory one hundred dollars for each and every day the same shall be delayed.

All persons, firms, partnerships, or corporations who shall, after the taking effect of this act, be engaged in the business of common carrier, shall within twenty days give notice in writing to the commissioner of transportation, stating the name or names of such person, partnership, firm, or corporation, principal place of business, date of commencement of business, names of terminals, stations and routes, and the names and residences of principal officers, and for a failure thereof such person, partnership, firm, or corporation shall forfeit to the Territory ten dollars for each and every day in default of such report.

SEC. 7. Such commissioner of transportation, in the discharge of his duties, shall have power to examine witnesses, administer oaths, send for persons, books, or papers, and at any and all times during business hours, from nine o'clock a. m. until five o'clock p. m., shall have access to all books and papers of every such person, partnership, firm, or corporation doing business as a common carrier in this Territory, and may copy or extract from the same, and for that purpose may issue subpoenas requiring the attendance of witnesses and the production of books and papers at such time and place as he may prescribe. In case of disobedience of any subpoena or a refusal of a witness to testify to any matter to which he may be legally interrogated, it shall be the duty of the circuit court, in term or at chambers, within the judicial district in which such investigation is being held on application of the commissioner, to compel obedience by attachment and proceedings for a contempt as in case of disobedience of a subpoena issued from such court, or a refusal to testify therein, and shall punish the offender accordingly.

SEC. 8. Such commissioner shall be provided with a suitable office at the capitol and a branch office at Hilo, and with necessary office furniture, books, maps, supplies, stationery, and lights as are necessary, at the expense of the Territory.

SEC. 9. No common carrier within the Territory shall charge, demand, or receive from any person, company, or corporation, for the transportation of persons or property, either by carload or otherwise, a greater sum per mile or weight than shall be charged, demanded, or received from any other person, company, or corporation for like services, or charge, demand, or receive from any person, company, or corporation an unreasonable price for the transportation of persons or property, or for handling or storage of freight, or for use of its cars or other carrying capacity, or for any privilege or service afforded by such common carrier in the transaction of such business; nor shall any common carrier refuse or neglect to convey persons or property from one place to another, along their regular routes, unless the carrying capacity of such common carrier is exhausted; and at the end of its

destination such freight shall be properly housed and protected and the consignee promptly notified, by mail, of its arrival.

Any common carrier which shall violate any of the provisions of this act, forbidding extortion or undue discrimination or any provision of law establishing rates, shall be liable to the person aggrieved to three times the actual damages sustained as determined by the commissioner of transportation or by any circuit court, and for costs.

SEC. 10. No person, partnership, firm, or corporation owning or operating a railroad or steamship in this Territory or upon the waters thereof shall demand, collect, or receive a greater compensation for the transportation of persons than four cents per mile, and every such railroad or steamship company shall sell at their ticket stations within this Territory on their respective routes, tickets at a price not to exceed four cents per mile, but no railroad, steamship, or other common carrier shall be compelled to receive a single fare of less than five cents.

SEC. 11. Within six months after entering upon the discharge of his duties the commissioner of transportation shall fix a schedule of freight and passenger rates for all common carriers in this Territory, whether operating upon land or water, and he shall cause the same to be printed in circular or pamphlet form, which he shall distribute through the Territory.

Such schedule shall be published two successive weeks in a weekly newspaper published in each county where a newspaper is published.

Within thirty days after the completion of such publication of rate schedule any common carrier may cause said rates to be modified or readjusted by complainant in circuit court, specially setting forth the items in such rate schedule complained of, and notice shall be served upon the transportation commissioner or deputy in the same manner as summons in civil cases. And the attorney-general shall attend in person or appoint a competent attorney to represent the Territory at such hearing.

SEC. 12. When twenty days shall have expired after the last publication of notice relating to such rate schedule, all items in such schedule not appealed from as provided in section 11 of this act and rates fixed on appeal shall be in force and shall be deemed reasonable rates, and thereafter any person, partnership, firm, or corporation doing business as a common carrier in this Territory who shall charge, demand, or receive a greater compensation or rate than fixed in such rate schedule shall be guilty of extortion and shall be liable therefor as provided in this act.

The commissioner of transportation may from time to time change, alter, or amend, or add to such schedule of rates; but such changes, alterations, amendments, and additions shall be published in like manner, subject to appeal and review in circuit court.

SEC. 13. That if any person, firm, partnership, or corporation doing business within this Territory shall repeatedly violate the law and the provisions of this act, and shall neglect and refuse to conform to the orders of the transportation commissioner, if not appealed from as by law provided, the license, charter, or other evidence of right to do business as a common carrier in this Territory may be revoked upon complaint by the commissioner in any circuit court, upon proof of such repeated violations of law or of refusal or neglect to conform to his orders, not appealed from as by law provided, and such common carrier shall not be reinstated.

SEC. 14. That the commissioner of transportation shall, whenever in his opinion it is by him deemed necessary for the public safety, commence proceedings on the behalf of the Territory for the condemnation of any railroad car, coach, or equipment, or for the removal of any apparent cause of danger to the traveling public connected with the management of any railroad, or about any wharf or landing, and shall make complaint to the proper Federal officer having charge of the inspection of steam or sailing vessels whenever he becomes satisfied that such steam or sailing vessel doing business upon the water of this Territory as a common carrier and not engaged exclusively in interstate commerce is defective, unseaworthy, or unsafe for the transportation of persons or property.

SEC. 15. That the sum of twelve thousand dollars is hereby appropriated for the purpose of carrying out the provisions of this act.

SEC. 16. That all laws and parts of laws in conflict with this act are hereby repealed.

SEC. 17. This act shall take effect and be in force from and after its approval and publication.

EXHIBIT No. 5.—Senate bill No. 62.

Introduced 28th day of March, 1901, by Senator John T. Brown.
First reading in senate 28th March, 1901.

AN ACT to create, establish, and locate an agricultural college and model farm, providing for the management thereof, and appropriating money for its maintenance and development.

Be it enacted by the legislature of the Territory of Hawaii:

SECTION 1. There is hereby created and established an agricultural and model farm, to be connected with the entire agricultural and mechanical interests of the Territory of Hawaii; the said college and farm to be under the control and management of a board of regents consisting of five members, no more than two of whom shall be elected from the same county, and who shall hold office for four years and until their successors are elected and qualified, as hereinafter provided.

SEC. 2. The legislature, in regular session in the year 1901, shall by joint resolution, elect three regents to serve two years and two regents to serve four years. The legislature at each regular session thereafter shall elect such a number of regents as to keep the board complete. The board of regents, for good cause, may expel and remove any member from the board by giving notice and a hearing together with a written statement of the charges preferred. Any vacancy in said board caused by death, failure to qualify, removal, or any other cause, may be filled by the board until the next meeting of the legislature, provided that each member shall be given sixty days in which to qualify, and no officer or employe of the college and farm nor any member of the legislature or other person holding any office or shall not be a citizen of the United States, shall be eligible as such regent.

SEC. 3. The board of regents shall have power—

1. To elect a chairman from their own number a president of the college and farm, a secretary, a treasurer, professors and other teachers, superintendents of departments, a steward, a librarian, and suc

her officers as may be required for the transaction of business connected with the college and farm; also to fix all salaries of officers and prescribe their duties, not inconsistent with this act; to appoint substitutes, who shall discharge the duties of such officers during their temporary absence.

2. To manage and control all the property of the college and farm, whether real or personal.

3. To make rules and regulations for the government of the college and farm.

4. To establish rules and regulations concerning the number of hours, which shall not be less than three each day, except Sundays and legal holidays, which shall be devoted to manual labor on the farm, and to fix the compensation therefor: *Provided*, That no student shall be exempt from labor except in case of sickness or other infirmity, or where students from the advanced classes may be employed as teachers.

5. To arrange courses of study and practice and to establish such professorships as they may deem best to carry into effect the provisions of this law; also to prescribe conditions of admission to the college.

6. To grant diplomas, on the recommendation of the faculty, to any student who has completed either of the industrial courses prescribed by said board, or an equivalent thereof.

7. To remove any officer or member of the board by a majority vote of all the members to which the board is entitled.

8. To direct the expenditure of all appropriations which the legislature or congress shall make for the institution from time to time and all other income from all other sources.

9. To keep full and complete records of their proceedings and to do such other acts as may be found necessary to carry out the meaning and intent of this act.

SEC. 4. A majority of the regents shall be a quorum for the transaction of business.

SEC. 5. As compensation for their services the regents shall receive five dollars per day for each and every day actually employed in the discharge of their duties as members of such board and which shall appear upon the record as being under call of the president of the board: *Provided*, That such board may detail one or more members to perform committee work, and all such provisions for committee work shall be made at a regular or called meeting of the board, and the allowance for compensation for committees shall appear upon the record, and in no case shall such compensation exceed the rate provided herein for members of the board, nor shall the time in which any committee shall complete its labors be extended beyond ten days from the first day on which the committee begins its labors as such. Neither shall an amount in excess of five hundred dollars be expended for committee work in any year. In addition to the compensation in this section provided each member of the board of regents shall receive ten cents per mile for each and every mile actually traveled in the discharge of his duties: *Provided further*, That no member of the board of regents shall receive compensation for more than forty days in each year, including committee work.

SEC. 6. The annual meeting of the board of regents shall be held at the college on the second Wednesday of November in each year.

SEC. 7. The college year shall begin on Thursday after the second Wednesday in November each year, and end on the second Wednesday

in November of the following year. The board of regents shall make annual and biennial reports to the governor. The biennial report of the board of regents shall be filed with the governor not later than the fifteenth day of January preceding the regular meeting of the legislature, and the board of regents shall cause two thousand copies thereof to be printed and bound in paper to be distributed as follows: One thousand copies to the college for distribution by its officers and students under supervision of the college secretary, twenty-five copies to the county clerk of each county for distribution, and the remainder to the secretary of the Territory for use of the legislature and distribution otherwise.

SEC. 8. The president of the college and farm shall control, manage and direct the affairs of the college and farm subject to such rules as may be prescribed by the board of regents, and shall report to said board at its annual meeting and at such other times as may be directed by the board. The president's annual report shall be a showing of his acts as president, the condition of the several departments of the college and farm, together with his recommendations for the future management thereof.

SEC. 9. The secretary shall keep the documents and books of the college and record all the proceedings of the board of regents, attend all correspondence, and perform such other duties pertaining to his office as may be assigned by the president of the board of regents. All acts of the board of regents as to the management of the college, use of the lands, funds or other property of the institution shall be entered in the records of its proceedings, and such record shall show how each member voted on each proposition. The secretary shall prepare all reports after the subject-matter shall have been approved by the president or board of regents. Upon the election of any person to an office by and under said board, the secretary shall give notice to the secretary of the Territory. He shall also keep an account with the treasurer, charging him with all money paid to him and crediting him with the amounts paid out upon orders issued by direction of the board of audit, which account shall be balanced monthly.

SEC. 10. The president and secretary shall constitute a board of audit, who shall, under the rules of the board of regents, examine bills presented for payment, and no bill shall be paid without the joint approval endorsed thereon: *Provided*, That no bill shall be rejected which has been previously audited and allowed by the board of regents in session: *And provided further*, That no bill or account shall be audited or allowed, of any class or nature, for the payment of which the board of regents has not made appropriation. The board of audit shall examine the treasurer's books monthly, and at such other times and as often as said board of audit may deem advisable. All the proceedings as contemplated in this section shall be reported to the board of regents at each meeting. The board of audit shall tabulate all expenses of the institution and the results of experiments.

SEC. 11. The treasurer shall receive and keep all notes, contracts and evidence of indebtedness, and all moneys arising as income of the institution, such as sale of products of the farm, tuition of students and so much of appropriations made by Congress or the legislature as may be drawn from time to time by order of the board of regents for use of the institution, and shall pay out money only upon orders drawn

by the secretary as above provided, and he shall pay no order against accounts for which no appropriation shall have been made by the board of regents. The treasurer shall keep an accurate account of all the receipts and expenditures of said college and farm arising from all sources and in such manner that the receipts and disbursements of each and every department shall be apparent at all times, and the gains and losses in each department shall be set forth in a report to the board of regents annually, and at such other times as said board may direct. He shall also execute duplicate receipts of all money received by him, specifying the source from which received and the fund to which it belongs and is credited, and such duplicate shall be filed with the secretary. No receipts for money paid to him shall be valid unless the duplicate is so filed. The treasurer shall be elected annually by the board of regents and shall give a bond with good and sufficient sureties in an amount fixed by the board of regents, and to be approved by the chairman thereof and filed with the secretary of the Territory.

SEC. 12. The president, secretary, and treasurer shall reside upon the college farm and shall take the official oath prescribed by law before entering upon the discharge of their duties, which oath shall be in writing and sworn to before any officer authorized to administer oaths, and shall be filed with the secretary of the Territory.

SEC. 13. Tuition in the college hereby established shall be forever free to pupils of this Territory over sixteen years of age who are citizens of the United States and who shall have resided in this Territory one year previous to their admission. Foreign pupils, or pupils from any other State or Territory of the United States, shall pay such tuition as the board of regents may prescribe, which shall be alike to all nonresident pupils.

SEC. 14. The course of instruction in said college shall include the following branches:

Natural philosophy, chemistry, botany, horticulture, forestry, floriculture, fruit growing, animal and vegetable anatomy, geology, mineralogy, meteorology, entomology, astronomy, zoology, veterinary surgery, plane mensuration, leveling, surveying, bookkeeping, and such mechanic arts as are directly connected with agriculture; also such other studies as the board of regents may from time to time prescribe not inconsistent with the purposes of this act.

The United States Government may at any time establish and operate an experimental station upon said farm and in connection with said college.

SEC. 15. No money shall be diverted from the fund to which it belongs or used for any other purpose than the purpose for which it was appropriated or provided by law. Any regent, officer, or employee of said institution who may by vote, direction, or other act violate the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars, or imprisonment in a county jail not exceeding six months, or by both such fine and imprisonment.

SEC. 16. The president shall provide for accommodations as to board and lodging for the board of regents during the terms of meeting and other visits free of expense to them, and any person who may wish to visit the institution shall be provided with like accommodations free of expense upon the following conditions: Such intending visitor shall apply to any member of the board of regents in writing, stating the purpose of his or her intended visit, and if such member of the board

may deem it advisable he may issue a written permit for such visit, but in no case shall such permit or visit exceed ten days at one time.

SEC. 17. That the site hereby selected for said agricultural college and model farm is upon the following-described land, to wit: Lots 137, 138, 139, 140, 141, 142, 143, and 144 of the "New Olaa tract," in the district of Puna and island of Hawaii, containing about five hundred acres, more or less. Such site, however, shall be subject to the approval of Congress.

SEC. 18. That the sum of twenty thousand dollars is hereby appropriated, out of any money in the Territorial treasury not otherwise appropriated, for the purposes of this act, which sum, or any part thereof, shall be subject to the order of the board of regents to be elected as in this act provided.

SEC. 19. This act shall take effect upon its passage and approval.

EXHIBIT No. 6.—*Senate bill No. 31.*

Introduced 11th day of March, 1901, by Senator Kanuha.

ACT 31.—An act to provide for a Territorial high school and a conservatory of music under the department of public instruction, in Hilo, island of Hawaii.

Be it enacted by the legislature of the Territory of Hawaii:

SECTION 1. It shall be the duty of the department of public instruction to establish as soon as practicable, in Hilo, Hawaii, a Territorial high school. The requirements for entrance and graduation and the course of study in said school shall be substantially the same as are now required in the Honolulu High School.

SEC. 2. It shall be the duty of the department of public instruction to establish and maintain, in connection with said high school, a special school of music to be known as the conservatory of music. The course of study in said conservatory, and the quality of the instruction given, shall conform as nearly as practicable to the standard required in similar institutions on the mainland.

SEC. 3. Students entering said conservatory may take any one or more of the special vocal or instrumental courses provided therein.

SEC. 4. The advantages of said conservatory shall not be confined to pupils of the Hilo High School, but shall be open to all persons who may desire to avail themselves thereof, and who may be able to conform to the requirements established for entering.

SEC. 5. Said conservatory shall be under the management and control of a director to be appointed by the department of public instruction. The director shall have under him such assistants as may be found to be necessary; such assistants to be appointed by the department of public instruction. The salaries of the director and the assistants shall be fixed by law.

SEC. 6. The rules and regulations for the conducting of said conservatory shall be made by the director, subject to the approval of the department of public instruction.

SEC. 7. Said high school and conservatory shall be regarded as a part of the public-school system of the Territory, and all instruction therein shall be free.

SEC. 8. This act shall take effect from and after the date of its publication.

EXHIBIT No. 7.—*House bill No. 44.*

Introduced 8th day of March, 1901, by Representative Sol. Kawaihoa.
First reading in house March 8, 1901.

AN ACT to establish and maintain school libraries.

Be it enacted by the legislature of the Territory of Hawaii:

SECTION 1. It shall be the duty of the department of public instruction to establish and maintain, in connection with the public schools of the Territory, a system of free school libraries.

SEC. 2. The amount allowed for each school library for the year 1901 shall be at the rate of one dollar for each pupil in said school as shown by the school register on the 31st day of December, 1900.

SEC. 3. The amount allowed for each school for each year thereafter shall be at the rate of fifty cents for each pupil in said school as shown by the school register on the 31st day of December in the year last preceding.

SEC. 4. The management and control of such school libraries shall be in the hands of library committees, to be constituted as follows: The school agent of the district, the principal of the school, and a third person selected by these two. In case the school agent and principal of the school shall be unable to agree upon the third member of the committee, said third member shall be appointed by the inspector of the island on which the school is situated. Said third member shall be a resident of the locality in which the school is situated.

SEC. 5. The books for the school libraries shall be purchased by the department of public instruction upon requisitions made by the various library committees. The department shall from time to time furnish to the library committees lists of books suitable for school library purposes. In making their requisitions the library committees shall not be absolutely bound to the lists furnished by the department, and the department shall have the power to strike off from any requisition any book or books not deemed suitable for school library purposes. No books of an immoral, sectarian, or denominational character shall be purchased.

SEC. 6. All books in the school libraries, except books of reference and sets of reading books, shall be available to the residents of the neighborhood as well as to the pupils in the schools, under such regulations as may be from time to time made by the department of public instruction.

SEC. 7. The principals of the schools shall act as librarians and shall be responsible for the care of the books.

SEC. 8. The necessary expense of fitting up cases or shelves for the accommodation of books, and any incidental expenses connected with carrying out the foregoing provisions, shall be paid from the appropriation for school libraries.

SEC. 9. For the purpose of carrying out the provision of this act for the years 1901 and 1902 there is hereby appropriated from the Treasury of the Territory the sum of twenty thousand dollars.

SEC. 10. This act shall take effect from the date of its publication.

EXHIBIT No. 8.

[Copied from page 238, senate journal, 1901, first legislative assembly, Hawaii.]

SENATE CHAMBER, *March 27, 1901.**To the Senate:*

Having repeatedly called the attention of this body to the fact that the short time accorded to the legislature is wasted in debate on trivial matters which are of no interest to the people of this Territory, while the passage of measures which were promised by all the political parties are delayed; that little or no work is being done by the several committees, as evidenced by failure to promptly report; that, as a whole, the senate is practically an inefficient body, and that the short time remaining in which to perform the responsible duties with which we are intrusted will prove utterly fruitless if present methods are continued:

In the name of all the people and of all the parties who have intrusted us with the high mission of state affairs, which involves life, justice, and property, and, in general, the good order of society and property of this young Territory, upon which the people of the whole union are looking with profound interest, I protest against such an order of things, and I appeal to the best elements of all parties and of all people to unite for the purpose of doing our plain duty to the people during the remaining half of the session. There is no time to waste.

Being unable to assume the heavy share of responsibility connected with my office under circumstances, and convinced that I can more fully perform my duty upon the floor of the senate, I therefore beg to tender my resignation as president.

N. RUSSEL.

EXHIBIT No. —.

ADDRESS OF T. J. RYAN ON BEHALF OF THE AMERICAN SETTLERS' ASSOCIATION OF HAWAII.

[In support of Senate bill No. 1344, introduced by Senator Mason in the first session of the Fifty-seventh Congress and now under consideration by the Senate Committee on Pacific Islands and Porto Rico, entitled "A bill to provide special land laws for the Territory of Hawaii," also, incidentally touching upon labor and other conditions, chiefly relating to public lands, stock raising, farming, etc., from the standpoint of an individual citizen of the Territory.]

The Chairman of the Subcommittee on Pacific Islands and Porto Rico

SIR: In commencing this address I can use no words more fitting than the recommendation of President Roosevelt in his message to the Fifty-seventh Congress concerning Hawaii:

In Hawaii our aim must be to develop the Territory on the traditional American lines. We do not wish a region of large estates tilled by cheap labor; we wish a healthy American community of men who themselves till the farms they own. All our legislation for the islands should be shaped with this end in view; the well-being of the average home maker must afford the true test of the healthy development of the islands. The land policy should as nearly as possible be modeled on our homestead system.

Senate bill No. 1344 (Exhibit 19) is modeled along the lines of the homestead law of the United States modified so as to peculiarly suit

the public lands in Hawaii. This bill was prepared after long study of all the public land laws of the United States and of Hawaii. It is not a radical departure from those of the United States, which have stood the test for nearly half a century; neither is it a radical departure from the best features of the Hawaiian land law, as will appear upon careful consideration. I hold that section 73 of the organic act is merely a temporary provision and not the permanent "special laws" promised by the resolution of annexation. The lack of finish apparent in said section 73; in fact, the words "until Congress shall otherwise provide;" the unconstitutionality of its provisions (see *Gibson v. Choteau*, U. S. 13 Wall., p. 92) (Exhibit 14), together with the statement of Acting Secretary Ryan, "But it was the intention to continue those provisions in force for the present, at least" (see Exhibit 4, p. 19, hereto attached); also the statement of Judge Van Devanter, of the Interior Department, as follows: "Thus a system differing from that provided by the Revised Statutes is, for the present, provided for the Territory of Hawaii" (see Exhibit 4, p. 22)—this is further emphasized by the letter of Governor Dole to Secretary Hitchcock, dated Honolulu, November 9, 1900, in which he says:

Mr. J. F. Brown, commissioner of public lands, informs me that Mr. Baird, district attorney at the Federal court of the Territory of Hawaii, has recently told him that he has been instructed to inquire into the legality of Hawaiian land transactions since September, 1899, with authority to contest their validity, and that he is of the opinion that there is no authority in the Territorial government to sell public lands. (See Exhibit 4, pp. 36 and 37.)

This opinion by District Attorney Baird I have never had access to, and therefore can not set it out at length. No doubt it can be obtained by your committee from the Secretary of the Interior, and would undoubtedly throw much light upon this subject, as Mr. Baird was a competent attorney here on the ground, and thoroughly impartial. I am satisfied that his research and conclusions were of high value to this much complicated question.

It is true that Judge Van Devanter overruled District Attorney Baird, as will appear on page 39, Exhibit 4. But as the Interior Department can not pass upon the constitutionality of an act of Congress, but must interpret it as best it can, Judge Van Devanter's opinion by no means settles the matter. If at any time these transactions are taken before the United States Supreme Court—and no doubt some of them will—Judge Van Devanter's opinion would be of no avail.

It seems clear to me that Congress can not constitutionally delegate its own powers to a Territorial officer, and neither can it transfer the powers of the President to a Territorial officer in the matter of disposal of the public domain of the United States when the Constitution makes such clear provisions in reference thereto. (See Constitution, Article IV, section 3, paragraph 2; also see U. S. Wall., p. 92.) (Exhibit 14.)

Further delay in this matter is hazardous. No good can come of it. Land and labor are so closely related that one subject can scarcely be discussed without frequently mentioning the other. To procure profit from land labor must be employed, whether it be hired labor or labor performed by the owner. Cheap labor has a natural tendency to create high-priced land, and on the other hand high-priced labor has a tendency to create low-priced land. Heretofore cheap labor and high-priced land have prevailed in Hawaii, but fortunately conditions in this respect have reached high tide, if not slightly on the ebb.

There is, however, another peculiarly artificial cause which produces the effect of high land values in Hawaii, viz, overcapitalized corporations engaged exclusively in agriculture; in other words, sugar plantations. For instance, a syndicate purchases 10,000 acres of land at whatever price necessary to procure it, and at prices, sometimes, regardless of its actual value, from an individual American farmer's standpoint. Then this syndicate forms a joint-stock company, or corporation with a capital (on paper) about four times as great as the money actually invested. The land being the only visible and available asset, the price must necessarily be raised on the books of the company to offset the large amount of watered stock, which is a liability. In other words, every time the stock is watered the price of the land must be increased to make the books balance.

After all this is accomplished (principally on paper) this corporation proceeds to "till the farm it owns," not, however, with the end in view of creating "a healthy American community of men," but on the other hand to endeavor to earn dividends on this watered stock by the employment of cooly labor. Bad as this is, it is by no means the end of it. Everything must be done to "whitewash" this un-American business. I do not contend that the watered-stock operations are un-American. It is only too true that the American people and American statesman were slow to discover that it was a crime of great magnitude and far-reaching effect. It reached the individual American farmer through the railroads and other transportation companies indirectly, while in Hawaii it reaches him directly and lifts his scalp with as much neatness and dispatch as would do honor to an Indian warrior. It used to be slow death for the farmer on the mainland, while in Hawaii he was exterminated, practically electrocuted.

But the employment of Asiatics is un-American. If the so-called "captains of industry" can make slaves of American citizens they are welcome to try, but at opening the gates of the Orient we draw the line—a dead line, too. To continue this state of affairs in Hawaii under the American flag, political action must be cornered, the public press must be muzzled, the pulpit must be persuaded (in Hawaii cash procures the grace of God), public opinion must be molded, public officials must be bribed (which can easily be accomplished by letting such investors in stock in "on the ground floor")—in short, every avenue must be closed which does not lead to a sugar plantation. Can any sensible man believe that all this cuts no figure with the public lands? If so, let him scrutinize the record. Can he be persuaded that this state of affairs is conducive of producing the truth at Washington? If so, let him scrutinize the official and semiofficial reports; let him examine the testimony offered before the committees of Congress by officials and corporation lobbyists. In doing so he will find this artificial monstrosity politely named "existing conditions."

Cause and effect is the proper rule by which Hawaiian conditions should be measured, or if you please to call them "existing conditions." Corruption by any other name would smell as strong.

We not only ask Congress to pause and briefly consider official action, but we also ask that it lead up to the source where the waters are poisoned. Corporations must say that the soil is rich for the same reason that they say the land is valuable, when in truth and in fact the soil is poor and unproductive. In evidence as to the quality of the soil, I need only produce the testimony of Dr. Walter Maxwell, a

scientist of recognized ability. (See pp. 23, 24, and 25, Bulletin No. 95, issued by the U. S. Department of Agriculture, 1901, entitled "Agricultural Resources and Capabilities of Hawaii.") To this we can add the testimony of numberless competent witnesses, if this commission can spare time to hear them. Clearing forest land at a cost of about \$125 per acre is no small item to the farmer and settler. Markets, so much complained of, seem to be scarcely within the control of Congress. It is a much-disputed question. There are those who claim Congress should be a market maker, while others claim Congress should keep its hands off. In the meantime, "while the doctors dispute the patient dies."

Again, density of population in Hawaii is offered as an excuse for the high price at which land, both public and private, is held. When examined, this excuse is as false as all others. At the last general election (1900) only 11,218 voters registered, while at the same election in Porto Rico, which is only about half the size of this Territory, 58,515 votes were cast. That this was a hotly contested election in Hawaii goes without saying. Thousands of Asiatics in Hawaii are calculated in support of the "density of population" argument.

At the general election in 1900 in this Territory there were registered 11,218 voters and 10,163 votes were cast. This was a hotly contested election and a very large percentage of the total vote was cast.

The public-land laws and the public-land administration was an important issue in the election, and to my mind was the issue which decided the election against the local administration. This goes to prove that the arguments of the planters, through their lobbyists at Washington, during the Fifty-sixth Congress, such as "Existing conditions do not warrant any change," "Dense population in Hawaii," "Valuable land," and "The local land laws are satisfactory to the people," were wholly false.

In Porto Rico, at the same election, the World Almanac gives the total vote of that island, which is only about half the size of this Territory, as 58,515, and states in a footnote: "The Federals (who indorsed Mr. Bryan for President), just prior to the election, decided to make no contest." Therefore it would appear that there was not a full vote cast.

Hawaii has an area of 6,740 square miles while Porto Rico has an area of only 3,600 square miles—practically half the area of Hawaii. As to Porto Rico, the argument of "dense population" would be of some consequence, while in Hawaii it has no foundation in fact. (See Exhibit 20.) In this connection it will be interesting to go back and see how the Hawaiian oligarchy (under the name Republic), by property qualifications for voters and other means no less infamous, destroyed the voice of the people in public affairs, at which the land act of 1895 was passed and every public privilege and utility was divided among the manipulators as best suited their purposes.

The last vote cast under the Monarchy was	14,217
First vote under the oligarchy in 1894	3,052
Last vote under the oligarchy in 1897.....	1,917
First vote, Territory of Hawaii, 1900.....	10,163

I think these figures speak more eloquently than any words I could add as to whether or not the large masses of the people, either white or native, received much consideration at the hands of the oligarchy.

The legislature elected in 1894 passed the land act of 1895, as well

as passing the infamous "thumb-mark law," which brought forth such a storm of indignation from the independent and loyal Americans in these islands that the same legislature before adjournment repealed it, although when passed it was provided to take effect upon its passage and approval, and registration thereunder was commenced at Hilo and other places.

We now invite your attention to the report of the governor of the Territory of Hawaii (1901), pages 63 and 64.

From the table under the head "Number and nationality of unskilled plantation laborers" we take the following figures:

Years 1900 and 1901:

Japanese	27,537
Chinese	4,976

Total number of Asiatics so employed	32,513
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Now turn to page 5, of the same report, and from the table showing the total number of Asiatics in the Territory we take the following:

Japanese	61,122
Chinese	25,742

Total Asiatics in the Territory	86,864
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From this it will clearly appear that there are 54,351 Asiatics in the Territory who are not employed on the plantations. Naturally the question arises, What are they doing? The answer is self-evident: They are in open competition with the white man, with the native Hawaiian, with every citizen in every walk of life. If in competition with any one class more than another, that is with the incoming farmer, for it must be admitted that heretofore there were practically no farmers in Hawaii. In addition to the sugar corporations on the lower lands, controlling practically all the land, both public and private, we wish to call your attention to the cattle barons on the highlands, who control practically all the lands, both public and private. (See Bulletin No. 95, issued by the U. S. Department of Agriculture, 1901, pp. 66, 67, and 68; also, see governor's report under the head "Small holdings," pp. 68-69; also under the head "Stock raising and dairying," pp. 69, 70, and 71; also Exhibit 33.)

It does not seem to be known in Hawaii that farming consists of a combination of raising crops, cattle, horses, mules, sheep, hogs, poultry, and more or less dairying. The local idea of a farmer undoubtedly is "the man with the hoe." Among those who are now improperly called farmers in Hawaii it is almost impossible to find a farm team of horses, mules, or oxen; an ordinary stubble plow is a curiosity outside of the sugar plantations; a harrow or cultivator is none the less so. The more modern farm machinery has never been seen or heard of, and a farmer with a mower and horse hayrake could charge admission to large audiences at such an exhibition. California straw in bales retails at \$30 per ton. An opportunity could be opened for farmers if the public land was surveyed and a uniform homestead law passed by Congress under the jurisdiction of the United States Land Department. In Hawaii there is no contest law allowing the contest of illegal or abandoned entries, and no law requiring the publication of final proof notice. It is needless to say that all kinds of public-land fraud is practiced. There is no appeal allowed.

The decisions of the United States Supreme Court in the insular

cases bear out the settlers who settled in the New Olaa tract prior to April 30, 1900, in the contention that the Constitution of the United States has at all times and under all circumstances governed the public domain of the United States in the Hawaiian Islands from and after the 7th day of July, 1898, and that all laws enacted and other official acts concerning such public domain is subject to the constitutional limitations, and that all laws and official acts contrary thereto are void.

The status of Hawaii is clearly defined, although the Constitution had to be woefully stretched to cover other insular acquisitions. The court decides that after acquisition the provisions of the Constitution immediately extend to the acquired territory until such time as Congress organizes it under a civil law, and that Congress can then extend the Constitution to such Territory at its pleasure; but, "that where the Constitution has been once formally extended by Congress to the Territories, neither Congress nor the Territorial legislature can enact laws inconsistent therewith."

Section 5 of the organic act reads as follows:

That the Constitution, and, except as herein otherwise provided, all the laws of the United States which are not locally inapplicable, shall have the same force and effect within the said Territory as elsewhere in the United States: *Provided*, That sections eighteen hundred and fifty and eighteen hundred and ninety of the Revised Statutes of the United States shall not apply to the Territory of Hawaii.

One of these sections so excepted relates to religious and charitable institutions and the other to approval of the laws passed by the Territorial legislature. Thus the Constitution and all the laws of the United States, with the two exceptions above named, were extended to Hawaii, and Congress and all courts and all officers are bound to govern themselves accordingly. In the Foraker Act the Constitution was not extended to Porto Rico, and experiments will be tried there, but not in Hawaii. The decisions plainly show the United States can not carry out any provision of the annexation resolution which conflicts with the Constitution, and wipes out a whole paragraph of the resolution relating to the collection of customs. We will now see what a former Supreme Court says about the public domain. (See Exhibit 14, hereto attached.)

How will some of our local land deals "on the side" fit up to these requirements? They don't gibe. It is evident that the first public-land case taken to the United States Supreme Court from Hawaii will cause some consternation among the land speculators in this Territory, and it is equally evident that every land transaction, especially after the 28th day of September, 1899, will be totally wiped out.

The Territorial land department claims to be authorized under section 73 of the organic act. Let us see if it is true. I quote from pages 28 and 29 of report of the commissioner of public lands for the year ending December 31, 1900, submitted to the legislature. (Exhibit 4, pp. 28 and 29.)

PUBLIC LANDS NOTICE, Olaa tract, Puna, Hawaii:

On Thursday, September 20, at the office of E. D. Baldwin, Hilo, Hawaii, will be sold at public auction about 200 lots of 50 acres each at upset prices of from \$1 to \$12 per acre on following terms and conditions:

Purchaser may not acquire more than one lot. The purchase price of the land to be paid within ten years, either in full at any time within said period of ten years or in installments of one or more tenths of the purchase price on any interest date.

Interest at the rate of 6 per cent per annum from date of agreement on unpaid balance of purchase price, payable semiannually, in advance. Purchaser shall substan-

tially improve his holding within one year from date of agreement and shall from the end of the second year have under cultivation at all times not less than 10 per cent of the premises. To entitle him to patent grant, giving fee simple title, he shall continuously maintain his home upon the premises for a term of six years and have at the end of such term 25 per cent of the premises under bona fide cultivation, and shall have maintained his home continuously upon the premises for four years and have under cultivation at the end of such period 50 per cent of the premises, such maintaining of a home to begin at any time before the end of the fourth year from date of agreement. He shall plant, if not already growing, and maintain in good growing condition from end of second year until termination of agreement an average of not less than 10 timber, shade, or fruit trees per acre. He shall allow the agents of the government at all times to enter and examine the premises and shall pay all taxes that may become due on the same.

At the end of the tenth year, or earlier if all conditions necessary thereto have been substantially complied with, the purchaser shall be entitled to a land patent conveying in fee simple title to the land described in agreement of sale. In case of default or failure to perform the required conditions the commissioner may take possession of the premises and may sell the same at auction, either as a whole or in parcels, for cash or on terms of time payments; and if such sale results in advance on the original price, the original purchaser to receive therefrom the amount of his payments to the government on account of purchase without interest and a pro rata share in such advance in proportion to the amounts of his payments. If such sale shall result, however, in a less price than the original, the amount returned to him shall be charged with a pro rata amount of such decrease proportioned to the amount of his payments.

An agreement of sale covering such conditions shall be made with the government, and no assignment of interest under such agreement shall be made without the written consent of the commissioner of public lands.

J. F. BROWN,
Commissioner of Public Lands.

AUGUST 1, 1900..

Now, I challenge anyone to find these terms and conditions in any land law, either of the United States or of Hawaii. Yet the Supreme Court, in the above-mentioned case, says:

Congress has the absolute right to prescribe the times, the conditions, and the mode of transferring this property, or any part of it, and to designate the persons to whom the transfer shall be made.

Did Congress do that? No; J. F. Brown did it. He was the law unto himself. Congress could not legally and constitutionally delegate to J. F. Brown any such power, if it intended to do so, and Congress never intended to do so. Congress has not done so, either by section 7 of the organic act or in any other way.

The deal lately made with the Oahu Railway Company is on a par with the above, and the transaction should be set aside in the courts before the people's money is squandered on a wharf of which, no doubt, the railway company will be the chief beneficiary after it is constructed, and the title will not be worth the paper it is written on. (See Exhibit 22.)

By section 7 of the organic act (on page 3) sections 1828 to 1832 relating to water rights, were repealed by Congress, yet that does not dismay Territorial officials. To avoid any conflict with this law of Congress, they lease the whole watershed when they find a man who will pay for it. Instead of retailing water rights, which was estopped by the organic act, they now enter into the wholesale business on a large scale, as shown by the public press.

[From Hawaii Herald, Hilo, March 13, 1902.]

Mr. H. P. Baldwin purchased the leases of the large Maui tracts offered for sale in the Koolau district. For the 12,500 acres at Koolau he paid \$1,100 per year for a term of twenty-one years, being \$100 in excess of the upset price. For the second tract in the Koolau district Mr. Baldwin bid the upset price, \$4,000 per annum, for a term of twenty-one years.

In connection with the above we wish to call the attention to the evidence given by Governor Dole before the House Committee on Territories of the United States Congress, April 18, 1902. It is entitled: "Statement of Hon. Sanford B. Dole, governor of the Territory of Hawaii." (Copied from page 8.)

Mr. ROBINSON. Now, there were leases recently granted of considerable lands by the government of Hawaii?

Governor DOLE. Yes, sir.

Mr. ROBINSON. How many thousands or hundreds of thousands of acres within the last few times of bidding?

Governor DOLE. I do not know; I do not carry these things in my head.

Mr. ROBINSON. The public press says that 12,000 acres was granted to one.

Governor DOLE. I can tell you all about that; that is a very recent thing—those leases.

Mr. ROBINSON. It is not a search as to particulars, unless you care to make it; it is only to ascertain the facts if these leases are granted.

Mr. FLYNN. Let him explain.

Mr. ROBINSON. If he desires to do so.

Governor DOLE. That is a lease of forest lands without any privilege of cultivation, to protect the forest, with only the privilege of taking the water. Those two leases made an aggregate of 12,000 acres. It was put up at auction with the conditions in regard to the water and forest and was bought by Mr. Baldwin at the upset price. There was no competition.

Mr. ROBINSON. You do not interpret that to be agricultural lands?

Governor DOLE. No.

Mr. ROBINSON. If it were agricultural lands, you could not grant a lease for the term that was granted for this forest land?

Governor DOLE. Yes; we could.

Mr. ROBINSON. What is the limitation upon the granting of leases for agricultural lands?

Governor DOLE. None whatever—yes. You mean in regard to the time; that is five years.

Mr. ROBINSON. For what length of time did you grant this lease?

Governor DOLE. Twenty-one years.

Mr. ROBINSON. Could this land in any sense be agricultural land within that time?

Governor DOLE. There may be places picked out here and there, but by the conditions no part can be used for agricultural lands. It is a forest reserve.

In conclusion, allow me to say: If Congress and the Administration at Washington are going to let the present state of public affairs in Hawaii continue as it now is; if there is going to be no change made in the public land laws of this Territory; if we are to have no right of contest and appeal as in other Territories; if the islands are to be given over entirely to corporate control and occupation; if final proof upon public lands are to be smuggled through without publication of notice; if exorbitant prices for poor land are to be extorted from the poor settlers, with usurious rates of interest, viz, 8 per cent semiannually in advance, and—

In case of default in the payment of any of the said installments for thirty days after the same are due, respectively, or failure of performance of any of the said conditions, the commissioners (now commissioner), with the approval of the cabinet (now governor), may take possession of such premises without notice, demand, or previous entry, and with or without legal process, and thereby determine the estate created by such freehold agreement. (See civil laws, sec. 253, same as land act, sec. 69, Exhibit 1, p. 34.)

Did Shylock ever draw a bond more binding? Shall Shylock take his bond without the admonition that he "shed not one drop of blood?" If ye be Christians, representing a great Christian nation, can you not understand that one tear drop of undeserved poverty will weigh more

in the sight of God than all the sugar raised and gold gathered on these islands in a thousand years?

After four years since annexation, show me a perceptible advance in the standard of citizenship in this Territory. Do you not see on every hand the evidence of cringing servility such as you would scarcely expect to find in the most tyrant-ridden monarchies of Europe? Why this official intimidating contingent that dogs at your heels? Too well they know their evil power. Shall officers in high positions appointed by the President, who shamelessly solicit cooly labor for greedy corporations, while the country is groaning under that incubus go unrebuked, while American citizens starve for want of employment? I say to you, Senators, representing a great nation of free men, a grave responsibility rests upon you in making your report to the American Congress of your investigations in Hawaii. Let the words of Goldsmith ring in your ears:

But a bold yeomanry, their country's pride,
When once destroyed can never be supplied.

If, however, on the other hand, "you wish a healthy community of men, who themselves till the farms they own;" if you regard "the well being of the average home maker as the true test of the healthy development of the islands," then "shape your public-land policy as nearly as possible on your homestead system." Regard those who say you nay as enemies of our common country. Plant in these fair isles that "bold yeomanry" which has borne our beloved flag of freedom so nobly and so honorably, on land and on sea, at home and abroad. If you do, the present and the coming generation will bless you. Should you return four years hence, you may sing with Whittier, as Cobbler Keezar's vision appears:

He held up the mystic lapstone,
He held it up like a lens,
And he counted the long years coming
By twenties and by tens.

"One hundred years," quoth Keezar,
"And fifty have I told;
Now open the new before me
And shut me out the old!"

Like a cloud of mist the blackness
Rolled from the magic stone;
A marvelous picture mingled—
The unknown and the known.

Still ran the stream to the river,
The river and ocean joined,
And there were the bluffs and the blue sea line,
And the cold north hills behind.

But the mighty forest was broken
By many a steeped town,
By many a white-walled farmhouse,
And many a garner brown.

Turning a score of mill wheels,
The stream no more ran free;
White sails on the winding river,
White sails on the far-off sea.

Below in the noisy village
 The flags were floating gay,
 And shone on a thousand faces
 The light of a holiday.

Swiftly the rival plowmen
 Turned the brown earth from their shares;
 Here were the farmers' treasures,
 There the craftsman's wares.

Golden the goodwife's butter,
 Ruby the currant wine;
 Grand were the strutting turkeys,
 Fat were the beeves and swine.

Yellow and red were the apples,
 And the ripe pears russet brown,
 And the peaches had stolen blushes
 From the girls who shook them down.

And with bloom of hill and wildwood,
 That shame the toil of art,
 Mingled the gorgeous blossoms
 Of the garden's tropic heart.

T. J. RYAN.

MOUNTAIN VIEW, HAWAII, *September 20, 1902.*

EXHIBIT 1.

LAND ACT, 1895.

ACT 35.—An act relating to public lands, and amending sections 36, 39, and 40 of the Civil Code, relating to the care of Government lands; section 42 of the Civil Code, chapter 44 of the Laws of 1876, chapter 5 of the Laws of 1878, and act 48 of the Laws of the provisional government of the Hawaiian Islands, relating to the disposition of Government lands; sections 43 and 44 of the Civil Code, relating to the conveyances of Government lands; section 45 of Civil Code, relating to the surveys and maps of Government lands; sections 46 and 47 of the Civil Code, relating to land agents, and chapter 87 of the Laws of 1892, relating to homesteads, and repealing an act entitled "An act to create a sinking fund," approved December 31, 1864, and an act entitled "An act to relieve the royal domain of encumbrances and to render the same inalienable," approved January 3, 1865.

Be it enacted by the Legislature of the Republic of Hawaii:

SECTION 1. The short title of this act is "Land act, 1895."

PART I.—*Interpretation.*

SEC. 2. In this act, if not inconsistent with the context, "public lands" means all lands heretofore classed as government lands, all lands heretofore classed as crown lands, and all lands that may hereafter come into the control of the government by purchase, exchange, escheat, or by the exercise of the right of eminent domain or otherwise, except as below set forth.

"Commissioners" means commissioners of public lands.

"Subagent" means the subagent of the public lands of the district where the land under consideration is situated. "District" means the land district as constituted under this act where the land under consideration is situated.

"Land patent" means a government grant of real estate in fee simple.

A "general lease" means any lease made by the commissioners except those made under the provisions of parts 6 and 7 of this act, and all outstanding leases of government and crown lands.

A "land license" means a privilege granted by the government for the occupation of land for certain special purposes, such as the cutting and removal of timber, the removal of soil, sand, gravel, or stone.

"Homestead lease" means a lease of land made under the provision of this act for a term of nine hundred and ninety-nine years which is inalienable and not subject to attachment.

"Certificate of occupation" means an instrument preliminary to homestead lease, giving the applicant possession of land.

"Occupier" means a person entitled to the possession of land under a certificate of occupation.

"Right of purchase lease" means a lease with a right of purchase as provided by this act.

"Cash freehold" means a right of possession to land under an agreement called a freehold agreement under the provisions of this act.

"Freeholder" means a person holding land under a freehold agreement.

"Permanent improvements" means houses, fences, roads, reclamation of swamp land, the planting of trees, coffee and other perennial crops, and the clearing of land from forest growth, brush, or stone preliminary to the cultivation of the same.

Provided, however, That this act shall not apply to the following classes and descriptions of land, the property of the government, all of which shall remain under the control and management of the minister of the interior:

Town lots, sites of public buildings, land used for public purposes, roads, streets, landings, nurseries, tracts reserved for forest growth and conservation of water supply, parks, and all lands which may hereafter be used for public purposes. All land hereafter reserved by the commissioners for public purposes shall thereupon at once pass under the control and management of the minister of the interior.

The minister of the interior, with the consent of the executive council, shall have the authority at any time to turn over to the commissioners for the purposes of this act any lands or parts of lands reserved for public uses.

PART II.—*General provisions.*

SEC. 3. Public lands for the purpose of this act are hereby classified as follows:

1. *Agricultural lands.*—First class: Land suitable for the cultivation of fruit, coffee, sugar, or other perennial crops, with or without irrigation.

Second class: Land suitable for the cultivation of annual crops only.

Third class: Wet lands, such as kalo and rice lands.

2. *Pastoral land.*—First class: Land not in the description of agricultural land but capable of carrying live stock the year through.

Second class: Land capable of carrying live stock only part of the year, or otherwise inferior to first-class pastoral land.

3. *Pastoral agricultural land.*—Land adapted in part for pasturage and in part for cultivation.

4. *Forest land.*—Land producing forest trees but unsuitable for cultivation.

5. *Waste land.*—Land not included in the other classes.

[This classification was provided for in 1895—seven years ago. It was never right, much less so now.]

SEC. 4. All future leases of public lands in the classes of agricultural, pastoral, and pastoral-agricultural lands, except leases executed under the provisions of parts 6 and 7 of this act, may contain a proviso that the government may at any time, with reasonable notice and without compensation, except for improvements taken, take possession of any part of the premises covered by such leases which may be required for laying out and constructing new roads or improving or changing the line or grade of old roads, and taken from such premises soil, rock, and gravel as may be necessary for the construction or improvement of such roads: *Provided*, That such privilege of taking without compensation shall not extend to such parts of such premises as are under cultivation with annual crops or sugar until such crops shall be harvested, nor to such parts of such premises as are planted and cultivated with coffee, fruit trees, or other perennial crops, or occupied or improved with permanent improvements, except fences.

[Section 4 does not provide for nor authorize the local government to take land out of leases which the governor and commissioner talk so glibly about.]

SEC. 5. The commissioners of public lands may from time to time by public notice proclaim as a road or street any portion of the public lands not occupied under the provisions of parts 6 and 7 of this act.

PART III.—*General administration.*

SEC. 6. There shall be a board of three commissioners, composed of the minister of the interior and two persons appointed and removable by the president, with the approval of the cabinet, one of whom shall be designated the agent of public lands. Such board shall be designated the commissioners of public lands, and shall have the control and management thereof under the provisions of this act. The appointed members of the commission may be removed by the president with the approval of the cabinet.

SEC. 7. For the purposes of this act the republic is divided into the following land districts:

First district. That portion of the island of Hawaii known as Hilo and Puna.

Second district. That portion of the island of Hawaii known as Hamakua and Kohala.

Third district. That portion of the island of Hawaii known as Kona and Kau.

Fourth district. The islands of Maui, Molokai, Lanai, and Kahoolawe.

Fifth district. The island of Oahu.

Sixth district. The islands of Kauai and Niihau.

[So many land districts and so many officers are a nuisance and extraordinary expense. Two public land offices are sufficient.]

SEC. 8. The commissioners shall be represented in each district by an officer who shall be designated the subagent of public lands, who shall be appointed by the commissioners and be removable at their discretion.

SEC. 9. The commissioners shall have power from time to time to establish forms of all instruments necessary for carrying out this act, and not herein expressly provided for, and to make, alter, and revoke rules and regulations for surveying public lands, for the protection of

forests and reservations for forest growth, for the granting of licenses, for the management of all public reserves and unoccupied public lands, and for more fully carrying out the objects and purpose and guarding against evasions and violations of this act.

SEC. 10. The commissioners, with the approval of the cabinet, shall have power to purchase lands for homestead purposes with any funds that may be appropriated therefor.

[Provisions of section 10 could not stand.]

SEC. 11. The commissioners may from time to time appoint one or more persons in each district to be rangers of public lands, whose duties shall be to observe and see that the provisions of this act are complied with in their respective districts in relation to the obligation of tenants and grantees of public lands, and report to the subagent and otherwise to discharge such duties in relation to the public lands of the district as the subagent shall require.

[In place of section 11 we should have the contest law of the United States. See act of May 4, 1880.]

SEC. 12. The commissioners shall have authority to employ the necessary clerks and surveyors for carrying on the work of the commission and to fix their pay. They shall also fix the pay of subagents and rangers. The pay of the commissioners shall be fixed by the legislature.

SEC. 13. The agent of public lands shall be the active business representative of the commissioners, and shall, under their direction and through the subagents or otherwise, administer the affairs of the public lands under the provisions of this act, and shall have authority to administer oaths in all matters relating to the administration of the public lands.

SEC. 14. The powers and duties of subagents within their respective districts shall, subject to the control of the commissioners, and in addition to those otherwise provided in this act, be as follows:

1. To prevent unlawful occupation of or trespassing on public lands.
2. To cause all trespassers and persons unlawfully occupying public lands, and their effects, and all animals trespassing on such lands, to be removed therefrom, and such animals to be impounded according to law.
3. In the name of the government to enter on any public lands in order to take possession thereof, and to resume possession of public lands in case of surrender, forfeiture, or escheat.
4. To enforce contracts respecting sales, leases, licenses, or other disposition of public lands.
5. To recover rents, purchase moneys, and other moneys due the government in respect of any sales, leases, licenses, or other disposition of public lands, or for use and occupation thereof.
6. To recover money due the government for injury or damage done to any public lands by wrongful entry and occupation, or by wrongful removal therefrom, or destruction of any property of the government.
7. To bring such actions and proceedings as may be necessary to carry out the foregoing powers and duties in the name of the government, and to defend such actions brought against the government, and may be authorized in the courts of the district in relation to the public lands thereof.
8. To keep a record of all his official transactions, including all contracts made by him with individuals and between individuals in relation

to public lands within his jurisdiction, and all surrenders, forfeitures, and escheats of such lands, and facts of the decease of any occupier, leasee, or freeholder, and names of the successors to their rights as such.

9. To administer oaths in all matters appertaining to the administration of the public lands.

[The laws of the United States provide that the Secretary of the Interior and Attorney-General shall do all these things.]

SEC. 15. All disputes, disagreements, or misunderstandings between the parties to any certificate of occupation, homestead lease, right-of-purchase lease, or freehold agreement, touching the construction of such instruments or in anywise relating thereto, which can not be amicably settled, shall be referred to the circuit judge in whose jurisdiction the premises in question are situated; and such circuit judge shall have full and exclusive authority in chambers without the intervention of a jury for adjudicating such matters, subject only to appeal to the supreme court.

[The only section in the whole land law on the question of appeal. Note well what it says.]

PART IV.—*Land patents.*

SEC. 16. Land patents shall be signed by the president and countersigned by the minister of the interior, and shall be stamped according to law, which stamp shall be paid by the purchaser.

[Unconstitutional.]

[Note well this infamous section 17. It has been locally dubbed "the charity section," for—like charity—"it covers a multitude of sins."]

SEC. 17. The commissioners may, with the consent of the executive council, sell public lands under lease, in parcels of [behold this and then see section 28, where 8-acre lots are provided for homesteads] *not over one thousand acres*, at public auction for cash. Upon any such sale and the payment of the full consideration therefor, a land patent shall be issued to the purchaser.

And they may, with such consent, sell public lands not under lease in parcels of not over six hundred acres at public auction, upon part credit and part cash, and deliver possession under an agreement of sale containing conditions of residence on or improvements of the premises sold, or of payment by installments or otherwise of the purchase price, or all or any of such conditions.

Which agreement shall entitle the purchaser to a land patent of the premises upon the due performance of its conditions.

The commissioners shall have authority to fix any upset price for all such sales for cash or part credit and part cash.

All such sales shall be held in Honolulu or in the district where the land to be sold is situated. Any person designated by the commissioners may act as auctioneer at such sales without taking out an auctioneer's license:

Provided, however, That land patents may be issued in exchange for deeds of private lands or by way of compromise upon the recommendation of the commissioners and with the approval of the executive council without an auction sale: *And further provided,* That the president

may, in his discretion, upon such recommendation and approval, execute quitclaim deeds for perfecting the titles of private lands where such titles are purely equitable or where such lands are suffering under defective titles, or in cases of claims to use of lands upon legal or equitable grounds.

SEC. 18. All proceeds of sales of public lands shall be set apart as a special fund for the payment of the bonded indebtedness of the government or for the purchase of other lands, as provided by section 10 of this act.

[See resolution of annexation.]

PART V.—*General leases.*

SEC. 19. The commissioners may, at their discretion, make general leases of public lands for any number of years, not to exceed twenty-one, at public auction, but no such lease shall contain a privilege of renewal nor be made for any land already under a lease which has more than two years to run. In no case shall it be lawful to collect rents on any such lease for more than one year in advance or to receive anything in the nature of a bonus for executing the same. Any such payment and receipt of rents for more than one year in advance or of such bonus shall render void the lease on account of which such advance rent or bonus is paid, upon proof thereof before any court having jurisdiction in such a case.

[NOTE.—There is not a word in the law allowing the Territorial commissioners to take out land from a lease for homestead or settlement purposes. Governor Dole is therefore “off” when he says so before the House Committee on Territories, United States Congress. (See printed report, page 9.)]

SEC. 20. Previous to the last two years of the term of any general lease the commissioners shall, with the approval of the cabinet, decide in regard to the premises covered by such lease whether the same shall be demised under a new lease or be reserved by the government for other disposition thereof under this act, or for forest improvements, or for the development of water supply, or other public uses or otherwise, or whether a part should be so reserved and a part demised under a new lease, and shall promptly notify the lessee of such lease of the nature of such decision.

SEC. 21. All general leases shall require the payment of rent in advance quarterly, semiannually, or annually.

SEC. 22. Any general lease may require the lessee to fence off his live stock from any government forest reservation or reservation for development of water supply lying adjacent to the leased premises.

SEC. 23. The commissioners may in their discretion allow any lessee of a general lease to hold the leased premises after the expiration of the term of such lease upon the conditions set forth in the lease, in case such premises are not disposed of at the expiration of the term of the old lease, but such holding over shall not in any case be allowed for a period longer than one year.

[Section 24 is manifestly wrong, as it allows a private trade between the commissioners and the lessee, with no notice to the public.]

SEC. 24. Any person or persons having at the date of the approval of this act the right of possession to any public land except wet land under any lease may, with the consent of the commissioners and the

approval of the executive council, obtain a land patent for the whole or any part thereof, not to exceed in any case one hundred acres in area each, in one parcel, upon complying with the following conditions:

1. The bona fide cultivation of not less than twenty per cent of the land to be patented, to the satisfaction of the commissioners.
2. The payment to the commissioners of the unimproved value of the premises to be patented, as appraised by the commissioners.
3. The substantial performance of all the conditions of such lease to be performed by the lessee up to the time of making application.
4. The surrender of the remainder of the premises described in such lease, which may be accepted by the commissioners at their option.

[There is no legal executive council now, the governor is "the whole thing." See section 68, organic act.]

Applications for land patents under this section must be made to the commissioners within six months from the date of the approval of this act, and if the application is successful the applicant shall have three years from the date thereof in which to comply with condition 1. In case the surrender of the remainder of the premises, as provided in condition 4, is not accepted by the commissioners the lease shall remain in full force as to such remainder.

Provided, That no person shall obtain more than one land patent under this section.

Payment of the purchase price of lands patented under this section shall be made as follows: One-fourth immediately upon a successful application for the right to purchase the land specified, and the balance in equal installments in two, four, and six years, respectively, from the date of such application, with interest annually at the rate of six per cent, provided that the applicant may pay any such installment before it is due, and thereby stop the corresponding interest.

[From page 9, Governor Dole's testimony before the House Committee on Territories, United States Congress, April 18, 1902.]

MR. ROBINSON. This is in excess of the time described by the organic law for leasing agricultural lands?

GOVERNOR DOLE. The government reserves the privilege to take out any lands that might be considered agricultural lands at any time during the lease for settlement purposes.

[Now, I say to the Senate commission that there is not a word of law authorizing the Territorial government or anyone else "to take out any lands that might be considered agricultural lands." Section 20 of the land act (Civil Laws, section 210) does not warrant it, neither does section 4, or Civil Laws, section 188. It is possible that the local officers may or do insert such a provision in the instrument conveying the lease, but inserting such a clause would amount to nothing with no law to that effect on the statutes. It could not be enforced, it has never been enforced, and it never will be enforced by the local officials. This whole story told at Washington, D. C., by Governor Dole, by J. F. Brown, former land commissioner, and by Boyd, present land commissioner, is all rot. It is practically false. It is told for the purpose of beguiling Congress into the belief that the governor or any land commissioner appointed by him would take land away from a corporation and give it to a settler. That kind of thing may go at Washington, but such a fool as to believe such a thing can not be found in the Hawaiian Islands.

T. J. RYAN.

receipt of such certificate by the occupier shall be an acceptance and affirmation of the stipulations and conditions therein set forth.

[No one takes land under the 999-year lease. Even Kanakas will not take land that way.]

CONDITIONS OF OCCUPATION.

SEC. 33. The right of possession of the occupier shall, in addition to the conditions set forth in section 41, be subject to the following special conditions:

1. He shall, before the end of two years from the date of the certificate of occupation, build a dwelling house on the said premises, unless a suitable dwelling house is already a part of the same.

2. He shall, before the end of two years from the date of the certificate of occupation, begin to reside on the said premises.

3. He shall continuously maintain his home on the said premises from and after the end of two years from the date of the certificate of occupation.

4. He shall, before the end of six years from the date of the certificate of occupation, reduce to cultivation and have in cultivation at one time not less than ten per cent of the said land, or reduce to cultivation and have in cultivation at one time not less than five per cent of the said land, and plant and keep in good growing condition on the said premises an average of not less than ten timber, shade, or fruit trees per acre thereof, if the same is classed as agricultural land;

Or if the same is classed as pastoral land, he shall, before the end of six years from the date of the certificate of occupation, fence in the same.

SEC. 34. If at the end of two years from the date of the certificate of occupation, it shall appear that the occupier has failed in performing either the first or second condition set forth in the last preceding section, or if at the end of six years from such date it shall appear that he has failed to perform either the third or fourth condition set forth in the last preceding section, the commissioners may take possession of such premises with or without legal process, and without notice, demand, or previous entry, and thereby determine the estate created by such certificate of occupation.

CONDITIONS OF LEASE.

SEC. 35. If at the end of the said six years it shall appear that the occupier has performed all of the said special conditions set forth in section 33 and also the conditions set forth in section 41, the agent of public lands shall certify to the president the performance thereof, who shall thereupon execute a lease in three parts in favor of the occupier for the term of nine hundred and ninety-nine years, which lease shall be countersigned by the minister of the interior. The occupier upon receiving such lease shall thereafter designate the lessee, which shall also be the designation of any successors to his rights under the same.

[This law is obsolete. Nine hundred and ninety-nine year leases are not wanted by anyone. Americans despise the idea.]

[No man with sense would take a 999-year lease.]

SEC. 36. One part of the said lease shall be filed in the office of the agent of public lands, another part filed in the office of the subagent, and the third delivered to the lessee upon his payment of a fee of five

ollars, the receipt of which shall be endorsed upon the said third part by the subagent. And no interest shall be conferred by such lease except upon delivery thereof as aforesaid and the payment of such fee, and the receipt of such lease by the lessee shall be an acceptance and affirmation of the stipulations and conditions therein set forth.

SEC. 37. If the person named as a lessee in any such lease shall fail to attend in person or through his agent duly authorized in writing at the office of the subagent and to pay such fee and to receive such lease, for six months after the expiration of six years from the date of his certificate of occupation the right of such person to such lease and to the land therein demised shall cease, and the said lease and the certificate of occupation relating thereto shall be void.

SEC. 38. Neither such certificate or lease or the interest of the occupier or lessee in the premises named in the same shall be assignable, either by way of mortgage or otherwise, except as below provided; neither shall such certificate or lease or the interest of the occupier or lessee therein, nor the buildings, improvements, or crops at any time placed or growing upon such premises be subject to attachment, levy, or sale upon execution, or upon any process in bankruptcy, nor upon any process issuing from any court of this country; neither shall the premises named in such certificate or lease or any part thereof be sublet.

Any occupier or occupiers, or lessee or lessees, holding the whole interest in a certificate of occupation of homestead lease, may at any time surrender such interest to the government by delivery of the certificate of occupation or lease to the subagent with the intention to surrender such interest properly endorsed thereon and signed by him or them in the presence of the subagent and duly acknowledged. Any such surrender shall release the occupiers or lessees from all further duty of performance of the conditions of the document surrendered. No surrender by a minor under eighteen years of age shall be valid except through a statutory guardian. Any two holders of such certificates or of such leases in any one district who are not in default in the performance of any of the conditions of their respective certificates of occupation or lease may, with the consent of the subagent and upon the payment to him of a fee of one dollar each, exchange their certificates of occupation or leases with each other, with or without any additional consideration therefor. In case of such exchange the fact of the exchange shall be endorsed by the subagent upon the said two certificates of occupation or leases and recorded in his book of records, and the occupiers or lessees, respectively, shall be liable for the performance of all unperformed conditions of the certificates of occupation or leases received by them in such exchange, and shall be relieved of the performance of all conditions in the leases given up by them. An occupier and a lessee may not exchange with each other.

[There is no use in discussing this proposition.]

SEC. 39. The right of possession of a lessee shall, in addition to the condition set forth in section 41, be subject to the following special condition:

He or his successors shall continuously maintain his home upon the leased premises.

SEC. 40. If it shall appear at any time that the lessee has failed in the performance of the said condition, or has done such acts or permitted such circumstances to exist as constitute a virtual abandonment

of the said premises as a home, the commissioners may, with or without legal process and without notice, demand, or previous entry, take possession of the demised premises and thereby determine the estate created by such lease.

SEC. 41. The right of possession of an occupier or lessee to the premises held by them, respectively, under a certificate of occupation or a homestead lease shall, in addition to the special conditions set forth in sections 33 and 39, be subject to the following conditions:

1. He shall pay the taxes assessed upon said premises within sixty days after the same are delinquent.

2. He shall perform any condition in such certificate of occupation or lease for the planting of trees, the protection of trees growing or to be planted on such premises, and any condition of such certificate of occupation or lease for the destruction of vegetable pests that may be on such premises, or for the prevention of the future introduction of such pests thereon.

[It is foolish and anyone is foolish to give it even passing attention.]

SEC. 42. The violation of any of the foregoing conditions shall be sufficient cause for the commissioners to take possession of the demised premises with or without legal process and without notice, demand, or previous entry and thereby determine the estate created by such lease.

SEC. 43. In case of the death of any occupier or lessee, all the interest of such occupier or lessee, any conveyance, devise, or bequest to the contrary notwithstanding, in land held by such decedent by virtue of a certificate of occupation or homestead lease shall vest in the relations of the decedent as follows:

1. In the widow or widower.

2. If there is no widow or widower, then in the children.

3. If there are no children, then in the widows or widowers of the children.

4. If there are no such widows or widowers, then in the grandchildren.

5. If there are no grandchildren, then in the fathers.

6. If there is no father, then in the mother.

7. If there is no mother, then in the brothers and sisters.

8. If there are no brothers and sisters, then in the widows or widowers of the brothers and sisters.

9. If there are no such widows or widowers, then in the nephews and nieces.

10. If there are no nephews or nieces, then in the widows or widowers of the nephews and nieces.

11. If there are no such widows or widowers, then in the grandchildren of the brothers and sisters.

12. If there are no grandchildren of any brother or sister, then in the Republic of Hawaii.

And all such successors, except the Republic of Hawaii, shall be subject to the performance of the unperformed conditions of such certificate of occupation or lease in like manner as the decedent would have been subject to such performance if he had continued alive.

[It was a fool law to start with and is doubly foolish now.]

Provided, however, That if a widow or widower in whom such interest shall have vested, as aforesaid, shall thereafter marry again and decease leaving a widower or widow and a child or children of such first marriage surviving, the interest of the deceased shall invest

in such child or children: *And further provided*, That in case two or more persons succeed together to the interests of any occupier or lessee, according to the foregoing provisions, they shall hold the same by joint tenancy so long as two or more shall survive, but upon the death of the last survivor the estate shall descend according to the provisions of the first part of this section. And in case of such joint tenancy the continuous residence of any such tenants upon the premises shall be sufficient performance of the conditions of residence set forth in sections 33 and 39.

SEC. 44. In case of the death of an occupier or lessee the interest of the successors shall not be liable to forfeiture during a period of six months from such death. If no successors to the deceased tenant take possession of the premises within a year from the death of such tenant, the premises shall thereupon vest in the government.

[Evidently the work of some theorist.]

SEC. 45. In case two or more persons succeed together to the interest of an occupier or lessee, any one or more of such persons less than the whole number may file in the office of the subagent an offer to the remainder of such persons to buy their interest in the premises or to sell to them their own interest therein at a stated price according to the proportion of the respective interest in question, and may deposit with the subagent the amount of such offered price in money, with a fee of ten dollars. The subagent shall thereupon notify the parties to whom such offer is made of the nature of the offer and order them to file with him their answer within sixty days, whether they will buy or sell according to such offer. If the parties to whom such offer is made file with the subagent within sixty days of the time of their receiving such notification of their answer stating that they will sell their interest according to the terms of the offer, the subagent shall endorse the fact of such sale with the amount of the consideration on the certificate of occupation or the lease, as the case may be, and pay to such parties the amount of such consideration deposited with him according to their individual interest; and the interest of such parties shall thereupon vest in the parties making the said offer. The fact of such transfer shall be properly recorded in the official records of the subagent and endorsed upon the certificate of occupation or lease held by the occupier or lessee. If, however, the parties to whom such offer is made fail to answer within sixty days from the time of their being notified of such offer or within sixty days from the time the notice of such offer is mailed to their last known place or places of abode, or shall answer within sixty days that they will buy the interest of the parties making such offer on the terms offered, but fail within sixty days after such notification to deposit the amount representing the value of such interest according to the terms offered, their interest shall vest in the parties making the offer, and the amount of such consideration shall be paid by the subagent to them individually or their respective representatives upon application. In such case the fact of such transfer shall be recorded and endorsed as above provided.

[It don't work.]

But if the parties to whom such offer is made shall, within sixty days from the time of such notification, make answer to the subagent that they will buy the interest of the offering parties and shall deposit within sixty days with him the amount required for such purpose according to the terms of the offer, the subagent shall endorse and

of the said premises as a home, the commissioners may, with or without legal process and without notice, demand, or previous entry, take possession of the demised premises and thereby determine the estate created by such lease.

SEC. 41. The right of possession of an occupier or lessee to the premises held by them, respectively, under a certificate of occupation or a homestead lease shall, in addition to the special conditions set forth in sections 33 and 39, be subject to the following conditions:

1. He shall pay the taxes assessed upon said premises within sixty days after the same are delinquent.

2. He shall perform any condition in such certificate of occupation or lease for the planting of trees, the protection of trees growing or to be planted on such premises, and any condition of such certificate of occupation or lease for the destruction of vegetable pests that may be on such premises, or for the prevention of the future introduction of such pests thereon.

[It is foolish and anyone is foolish to give it even passing attention.]

SEC. 42. The violation of any of the foregoing conditions shall be sufficient cause for the commissioners to take possession of the demised premises with or without legal process and without notice, demand, or previous entry and thereby determine the estate created by such lease.

SEC. 43. In case of the death of any occupier or lessee, all the interest of such occupier or lessee, any conveyance, devise, or bequest to the contrary notwithstanding, in land held by such decedent by virtue of a certificate of occupation or homestead lease shall vest in the relations of the decedent as follows:

1. In the widow or widower.
2. If there is no widow or widower, then in the children.
3. If there are no children, then in the widows or widowers of the children.
4. If there are no such widows or widowers, then in the grandchildren.
5. If there are no grandchildren, then in the fathers.
6. If there is no father, then in the mother.
7. If there is no mother, then in the brothers and sisters.
8. If there are no brothers and sisters, then in the widows or widowers of the brothers and sisters.
9. If there are no such widows or widowers, then in the nephews and nieces.
10. If there are no nephews or nieces, then in the widows or widowers of the nephews and nieces.
11. If there are no such widows or widowers, then in the grandchildren of the brothers and sisters.
12. If there are no grandchildren of any brother or sister, then in the Republic of Hawaii.

And all such successors, except the Republic of Hawaii, shall be subject to the performance of the unperformed conditions of such certificate of occupation or lease in like manner as the decedent would have been subject to such performance if he had continued alive.

[It was a fool law to start with and is doubly foolish now.]

Provided, however, That if a widow or widower in whom such interest shall have vested, as aforesaid, shall thereafter marry again and decease leaving a widower or widow and a child or children of such first marriage surviving, the interest of the deceased shall invest

record the fact of such sale as above provided, and pay to the offering parties the said amount according to their individual interests; and the interest of the offering parties shall thereupon vest in the answering parties. In such case the consideration money deposited by the offering parties shall be returned to them.

SEC. 46. The limit of sixty days above provided in which parties shall answer shall date from the time the last person entitled to notification is notified, in the manner above set forth. No transfer of interests in a certificate of occupation or a lease owned by two or more persons, as provided in section 45, shall be valid if any of the said persons are minors under the age of eighteen years unless such minors are represented by statutory guardians.

SEC. 47. Land held by two or more persons under a homestead lease shall not be subject to partition.

SEC. 48. In case the interest in any such certificate of occupation or lease should vest solely in a married woman or a minor under the age of eighteen years under the provisions of section 43, the conditions of residence set forth in sections 33 and 39 shall be satisfied, respectively during coverture of such married woman, or during the time such minor is under eighteen years of age, by the residence of an agent.

SEC. 49. In case two occupiers or one occupier and one lessee should intermarry not less than twelve months after the date of the most recent certificate of occupation taken out by either of them, the said conditions of residence shall be satisfied by their residence on either of their holdings.

[It won't work.]

SEC. 50. Land held either under a certificate of occupation or under a homestead lease shall be liable to taxation as estates held in fee.

SEC. 51. Certificates of occupation and homestead leases shall not require to be stamped.

SEC. 52. In case of a surrender by occupiers or lessees of their interest to the government, as provided in section 38, if all the conditions of the surrendered certificate of occupation or lease to be performed by the occupier or lessee up to the time of such surrender shall have been substantially performed, the persons so surrendering such interest shall be entitled to receive from the government the value of the permanent improvements on the premises surrendered whenever such value shall be received by the government from a new tenant, according to the provisions of section 54, and the minister of finance is hereby authorized to pay the amount of such valuation upon the requisition of the commissioners out of any funds available for such purpose.

SEC. 53. In case the interest of a married woman, or a minor under the age of eighteen years, being the sole owner of a homestead lease under the provisions of section 43, shall be forfeited for nonperformance of condition of the certificate of occupation or lease when such forfeiture is due to such coverture or infancy, such owner shall be entitled to receive from the government the value of the permanent improvements on the forfeited premises whenever such value shall be received by the government from a new tenant according to the provisions of section 54, and the minister of finance is hereby authorized to pay the amount of such valuation upon the requisition of the commissioners out of any funds available for such purpose.

[It's no good.]

SEC. 54. In case of the surrender, forfeiture, or escheat to the government of a homestead lease, the land held thereunder may be held open for settlement, charged with the value of the permanent improvements thereon, as a homestead lease, a right of purchase lease, or a cash freehold, or may be reserved for public uses in the discretion of the commissioners. If such premises are held open for settlement as aforesaid the unimproved value thereof and the value of the permanent improvements thereon shall be appraised separately. The appraisement shall be made by a board consisting of the subagent and another person to be appointed by the commissioners. Such appointed appraiser shall not be a person holding a government office. Said appraisement shall be subject to review by the commissioners, and the appraisement adopted by them shall be good for one year, after which time the premises may be appraised anew as aforesaid. If the premises shall be disposed of under the provisions relating to homestead leases or right of purchase leases, the new tenant shall pay for such permanent improvements in cash upon receiving his certificate of occupation or lease. But if such premises are held for settlement as a cash freehold they shall be offered at auction at the aggregate sum of the appraised value of the permanent improvements and the unimproved value thereof as an upset price.

[Relinquishment back to the Government or cancellation by contest is the proper and just way, as per act of May 14, 1880.]

PART VII.—*Right of purchase leases and cash freeholds.*

SEC. 55. The commissioners of public lands, with the approval of the cabinet, are hereby authorized and instructed to cause to be surveyed and set apart from time to time suitable portions of public lands for the occupation of such persons as may desire to obtain holdings under this part of this act. Such lands shall be selected only from agricultural and pastoral lands, and shall be laid out in lots of not over one hundred acres in first-class agricultural land, not over two hundred acres in second-class agricultural land, not over two acres in wet land, not over six hundred acres in first-class pastoral land, not over twelve hundred acres in second-class pastoral land, and not over four hundred acres in mixed agricultural and pastoral land. Convenient roads as to grade and direction shall be surveyed connecting such lots with a public road.

[Cash freeholds should not be allowed. The man with ready money can buy, while the poor man who could and would work the land is shut out.]

[Strike it out.]

APPRAISEMENT.

SEC. 56. Upon the completion of any such survey a board of appraisers, consisting of the subagent and another person appointed by the commissioners, shall appraise the same at a reasonable market rate and report such appraisement to the commissioners by a written statement clearly referring to the lots by number as laid out in the chart of the survey. Such appointed appraiser shall not be a person holding any other government office. And the surveyor shall furnish the commissioners with a copy of such chart, upon which is clearly marked in figures, within the lines defining each lot, the amount of the

appraisement thereof in dollars and cents, and a similar copy to the subagent, provided that such appraisement may be altered by the commissioners. Such charts of survey shall be open to public inspection during business hours, without charge.

[Instead of section 56 a standard price should be set on all of each class of lands. This manner of appraisement works great injustice.]

SEC. 57. The agent of public lands shall thereupon give public notice, in the English and Hawaiian languages, through newspapers and posters, and, if he deem it advisable, in any other language which newspapers in the Republic are published, and shall post such notice at the post-office and court-house of the district, declaring such lots to be open for settlement according to the provisions thereof in this part of this act.

[There is no time stated in the law, and the commissioner only gives 30 days' notice. No one can reach Hawaii in 30 days from the mainland.]

QUALIFICATIONS OF APPLICANTS.

SEC. 58. Any person who is over eighteen years of age who is a citizen by birth or naturalization, or who has letters of denization, or who has received special rights of citizenship, who is under no civil disability for any offense, who is not delinquent in payment of taxes, who has not made a false declaration in applying for land under this act, who does not own any agricultural land not classed as wet land, nor any pastoral land in the Hawaiian Islands, and who is not an applicant for any other interest in land under the provisions of this act, may apply for one of the said lots for his own sole use and benefit, either as a right of purchase lease or as a cash freehold.

Provided, however, That any qualified person may apply for one lot of wet land in addition to land of any other description already applied for or acquired by him under this part of this act, where such wet land is in the neighborhood of such other land; and

Further provided, That any qualified person who owns less than one hundred acres of first-class agricultural land, or less than two hundred acres of second-class agricultural land, or less than six hundred acres of first-class pastoral land, or less than twelve hundred acres of second-class pastoral land, which is not subject to a condition of residence, and who owns in fee no other agricultural nor pastoral land except wet land, shall be competent to acquire under the provisions of this part of this act so much additional land of the class already held by him as together with such land shall not exceed in the aggregate the above-mentioned maximum quantity for such class, or shall be competent to acquire additional land of some other description, except wet land, in the ratio of twelve parts of second-class pastoral land, six parts of first-class pastoral land, or two parts of second-class agricultural land to one part of first-class agricultural land, sufficient to take up such maximum quantity relatively, according to the class of the new land applied for: *And further provided,* That both husband and wife may not be applicants for holdings under this part of this act unless their marriage status has been affected by a decree of annulment, separation, or divorce.

[These amounts as to acreage are all wrong.]

RIGHT-OF-PURCHASE LEASES.

SEC. 59. All applications for right-of-purchase leases shall be made in person by the applicant at the office of the subagent during office hours, and shall include a sworn declaration substantially according to the form Schedule A. The applicant shall pay to the subagent a fee corresponding in amount to six months' rent of the premises applied for, which fee shall be credited to him on account of rent if his application is successful, and if unsuccessful shall be returned to him. Upon receiving such application and such fee, the subagent shall endorse upon the application the day and hour of receiving the same and the receipt of said fee. In case two or more persons apply for the same lot, the one whose application is first received shall have the preference. No application not including a declaration of qualifications as above required and not accompanied with the said fee shall be received or considered.

[Right-of-purchase lease is the only part of the Hawaiian land law which approaches anywhere nearly what the land laws ought to be. However, there are many defects, and important defects.]

SEC. 60. If the qualifications of the applicant are satisfactory according to the foregoing requirements, the subagent, with the approval of the agent of public lands, shall execute a lease in three parts in favor of the applicant for the lot applied for, and shall deliver to the applicant one part of such lease; another part shall be filed with the agent of public lands, and the subagent shall keep the third on file in his office. The applicant on receiving such lease shall be designated the lessee, which shall also be the designation of any successors to his rights under the same. The receipt of such lease by the lessee shall be an acceptance and affirmation of the stipulations and conditions therein set forth.

CONDITIONS OF RIGHT-OF-PURCHASE LEASES.

SEC. 61. Such lease shall be made for a term of twenty-one years, to be reckoned from the next first day of April or October following the date thereof, and shall also include and require rent for the period between the date of the lease and such day, and shall be subject to the following conditions:

1. A yearly rental of eight per centum on the appraised value of the land, payable in equal parts half-yearly in advance on the first day of April and the first day of October of each year to the subagent.
2. The lessee shall from the end of the first year of the said term to the end of the fifth year thereof continuously maintain his home on such premises.
3. He shall, before the end of the third year of the said term, reduce to cultivation and have under cultivation not less than five per centum of such premises, and at the end of the fifth year of the said term reduce to cultivation and have under cultivation at one time not less than ten per centum of such premises, and plant and keep in good growing condition on the said premises an average of not less than ten timber, shade, or fruit trees per acre of the whole area if the same is classed as agricultural land; or if the same is classed as pastoral land he shall fence in the same. If the premises are classed as pastoral-agricultural land the foregoing alternative conditions shall apply respectively to the two kinds of lands.

4. He shall not assign his said interest under the said lease or any part thereof without the written consent of the commissioners: *Provided*, That a lessee or lessees holding the whole interest in a right-of-purchase lease, may at any time when all the conditions of the lease to be performed by the lessee up to such time shall have been substantially performed, surrender such interest to the Government by delivery of such lease to the subagent with the intention of the holders to surrender the same clearly endorsed thereon and signed by them in the presence of the subagent. Any such surrender shall release the lessee from all further duty of performance of the conditions of the document surrendered, but no surrender shall be valid if one of the lessees is a minor under eighteen years of age unless such minor is represented by a statutory guardian: *And further provided*, That any such lessee over the age of eighteen years of age may assign his interest to his cotenant.

SEC. 62. The violation of any of the foregoing conditions shall be sufficient cause for the commissioners, with the approval of the cabinet, to take possession of the demised premises without notice, demand or previous entry, and with or without legal process, and thereby determine the estate created by such lease.

SEC. 63. In case two or more persons become cotenants under any such lease by inheritance or otherwise, any of them may compel the remainder to buy or sell according to the provisions of section 45.

SEC. 64. At any time after the third year of the said term, the lessee shall be entitled to a land patent from the Government conveying him in fee simple the land described in his lease, upon his paying to the Government the appraised value of the premises as set forth in such lease, if he has reduced to cultivation twenty-five per cent of said premises and has resided thereon not less than two years, and has substantially performed all other conditions of his lease.

CASH FREEHOLDS.

SEC. 65. All applications for cash freeholds shall be made in writing, or partly in writing and partly in print, at the office of the subagent and shall include a sworn declaration substantially according to the form of Schedule A, and shall be accompanied with a fee amounting to ten per centum of the appraised value of the lot applied for, which fee shall be forfeited in case the applicant should fail to take the premises at the upset price in case there should be no higher bid therefor, and if the applicant should be successful such fee shall be credited to him on account of his first installment; but if there is a higher bid than the upset price and the applicant fails to obtain the premises the said fee shall be returned to him.

No such application, not including such declaration or not accompanied by such fee, shall be considered. Upon receiving any such application and the said fee, the subagent shall endorse upon the application the day and hour of receiving the same and the receipt of the said fee.

SEC. 66. Upon applications for cash freeholds the commissioner shall give notice through newspapers or posters, or both, in the English and Hawaiian languages, and, if they deem it advisable, in any other language in which newspapers in the Republic are published, of auction sales thereof, at such times and places in the district as they shall

decide, or at the executive building in Honolulu. Such notice shall specify the lot to be offered for sale and the appraised value thereof as the upset price.

SEC. 67. If there are two or more applications and there is no bid above the upset price, the one whose application is first received shall have the preference. The subagent or any other person authorized by the commissioners may act as auctioneer at such sales without taking out an auction license.

SEC. 68. A purchaser at any such sale shall immediately pay one-fourth of the purchase price and shall thereupon be entitled to receive a certificate, which shall be termed a freehold agreement, and shall be executed in three parts, one of which parts shall be filed with the subagent, one part shall be delivered to the applicant, and the third filed with the agent of public lands. In case of a failure of such purchaser to immediately pay such one-fourth of such purchase price, the person acting as auctioneer shall declare the sale off and shall either knock down the premises to the next highest bidder, or shall put them up again forthwith, or shall withdraw them from the auction for the time being. The purchaser upon receiving such freehold agreement shall be designated the freeholder, which shall also be the designation of any successors to his rights under the same. Such receipt of freehold agreement shall be an acceptance and affirmation of the stipulations and conditions therein contained. Such freehold agreement shall authorize the freeholder to occupy and use the premises therein described, and shall entitle him to a land patent for such premises at the end of three years from the date of the payment of such first installment, which shall be the date of the freehold agreement if the following conditions shall then have been substantially performed:

1. Payment of the balance of the purchase price in equal installments, in one, two, and three years, respectively, from the date of the freehold agreement, with interest annually at the rate of six per centum, provided that the freeholder may pay such installments before it is due, and thereby stop the corresponding interest.

2. Cultivation of not less than twenty-five per centum of the area of the said premises, and the planting and care of not less than an average of ten timber, shade, or fruit trees per acre, if agricultural land, at any one time before the end of the third year of fencing in the same if pastoral land within such time: *Provided*, That if the premises are classed as pastoral-agricultural land, the foregoing alternative conditions shall apply respectively to the two kinds of land.

3. Maintenance by the freeholder of his home on such premises from the end of the first to the end of the third year.

4. He shall not assign or sublet, conditionally or otherwise, his interest or any part thereof, under the freehold agreement, without the written consent of the agent of public lands endorsed on such agreement; and

Further provided, That freeholders having the whole interest in a freehold agreement may at any time when all the conditions thereof to be performed by the freeholder up to such time shall have been substantially performed, surrender to the government such interest by delivery of the freehold agreement to the subagent with the intention to surrender the same clearly endorsed thereon, and signed by them and duly attested. Such surrender shall release the freeholders from all further duty or performance of the conditions of the instrument

surrendered. But no such surrender shall be permitted if any such freeholders are under the age of eighteen years unless such minors are represented by statutory guardians; and

Further provided, That any freeholder over the age of eighteen may assign his interest to his cotenants.

5. Conditions for the prevention of waste, the planting of trees and the protection of trees growing or to be planted on such premises, and for the destruction of vegetable pests may be on such premises, or the prevention of the future introduction of such pests thereon.

6. He shall allow the agents of the Government at all times to enter and examine the premises.

7. Payment of all taxes that may be due on account of the said premises.

SEC. 69. In case of default in the payment of any of the said instalments for thirty days after the same are due, respectively, or failure of performance of any other of the said conditions, the commissioner with the approval of the cabinet, may take possession of such premises without notice, demand, or previous entry and with or without legal process, and thereby determine the estate created by such freehold agreement.

LAPSES, FORFEITURES, AND SURRENDERS.

SEC. 70. Upon the determination of a right of purchase lease by lapse of time, or upon the forfeiture or surrender of such lease or freehold agreement, the commissioners may, in their discretion, and within the limit of their authority, open the premises or any part thereof for settlement or reserve or dispose of the same in any manner or for any of the objects provided in this act. And if the same are disposed of under the provisions of part 7, they shall be reappraised provided that in case of premises surrendered under a right of purchase lease or a cash freehold, if disposed of either under the provisions of parts 6 or 7, the value of the permanent improvements and the unimproved value of the premises shall be appraised separately, as provided in section 54, and the incoming tenant shall pay for such improvements as therein provided; and the value of such permanent improvements shall, when received by the government as aforesaid, be paid to the surrendering lessees or freeholders, and the minister of finance is hereby authorized to pay the amount of such valuation upon the requisition of the commissioners out of any funds available for such purpose.

PART VIII.—*Settlement associations.*

SEC. 71. In case six or more persons who are qualified to apply for cash freeholds under this act shall form themselves into a settlement association, and apply for holdings in one block of land, the commissioners may, with the approval of the cabinet, cause to be surveyed land in one block corresponding in number to the number of persons forming such association in agricultural or pastoral land or both, according to the provisions of this act.

SEC. 72. The provisions of this act relative to cash freeholds shall be followed in the settlement of such block of land and shall apply to all matters relating to the occupation thereof and the rights and obligations of the Government and freeholders under such occupation: *17*

And, That the notice by the agent of public lands declaring such land open for settlement shall be directed to such settlement association and shall be in one language only: *And provided further*, That in case of the surrender or forfeiture of the holding of any member of such association, such holding if declared open for settlement shall be open to any applicant under the provisions of this part of this act.

SEC. 73. If any lot of such block of land shall be left for three months after such block is declared open for settlement without being taken up by any member of such settlement association, the same may be declared open for settlement by any applicant under the provisions of this act, relative to cash freeholds or may be disposed of in any other manner provided in this act or may be reserved for public uses or otherwise at the discretion of the commissioners.

[This settlement association law is an open door to fraud, and fraud has been freely practiced under it. It should be repealed at once.]

SEC. 74. In case of a vacancy occurring in the membership of a settlement association by the death, resignation, or expulsion of a member who has not acquired a holding in such block, such vacancy may be filled by the association with the approval of the commissioners. But in no case shall any member of such association be allowed to take up any more than one lot.

SEC. 75. An application of a settlement association for a block of land shall contain a list of the names, age, nationality, and occupations of the members, whether married or unmarried, and the area which each member desires to acquire.

PART IX.—*Olaa Reservation.*

SEC. 76. Any person holding land individually or in conjunction with others situate in the Ahupuaa of Olaa, district of Puna, on the island of Hawaii, under a lease from the commissioners of Crown lands (not reserving rent for the first three or five years of such lease), shall at any time after the first payment of rent, which is hereby reduced for such leases to one dollar per acre annually in the case of all leases reserving a large amount, upon the improvement of not less than fifteen per cent of the area of the land to be patented, to the satisfaction of the commissioner, which improvements shall include the bona fide cultivation of coffee or fruit, field or garden crops, or all or any of such crops, and payment to the commissioners of the unimproved value of the premises to be patented according to the appraisement stated in section 79, be entitled to receive from the Government a land patent for any portion of his leased premises in one parcel within two hundred acres in extent and including such improved portion, if all the conditions of such lease to be performed by such lessee up to such time, shall have been substantially performed.

Provided, however, That condition five of such lease for the purpose of making such lease good shall be deemed to have been substantially performed when improvements or cultivation shall have been made on such premises to the aggregate value of two hundred dollars. No land patent, however, shall be issued for any portion of said premises until improvements or cultivation to the extent of two hundred dollars in addition to the fifteen per cent above named shall have been shown to have been made.

Any such person as aforesaid whose lease covers less than two

hundred acres of land and who has improved not less than thirty acres thereof shall, upon fulfilling the above-mentioned requirement have the privilege of purchasing an additional area according to the appraisement stated in section 79, provided the aggregate acreage of his holding shall not exceed two hundred acres. No land patent shall be issued under the provisions of this section for any portion of such leased premises lying within one hundred and fifty feet from the volcano road, nor for premises under any one lease with a frontage toward the volcano road, if contiguous thereto, longer than the frontage of two fifty-acre lots as laid out by the Olaa survey:

Provided, however, That every land patent under the provisions of this section for premises contiguous to and fronting toward the volcano road shall include a strip or strips connecting such premises with the volcano road and approximately at right angles thereto, which shall be located as the applicant shall desire and the aggregate width of which shall not be over four hundred feet.

SEC. 77. Any corporation having, at the date of the approval of this act, the right of possession to land in said Ahupuaa of Olaa under a lease from the commissioners of Crown lands, at any time after the first payment of rent, which is hereby reduced for such leases to one dollar annually per acre in the case of all leases reserving a large amount, upon the improvement of fifteen per cent of the area of the premises to be patented, to the satisfaction of the commissioners, which improvements shall include the bona fide cultivation of coffee, fruit, field or garden crops, and payment to the commissioners of the unimproved value of the premises to be patented according to the appraisement stated in section 79, shall be entitled to receive from the Government land patents for the whole or any portion of such premises respectively in one parcel, if all the conditions of such lease to be performed by the respective lessees up to such time shall have been substantially performed: *Provided, however,* That no land patent shall be issued under the provisions of this section for any portion of such leased premises lying within one hundred and fifty feet from the volcano road:

Provided further, That every land patent issued under the provisions of this section for premises contiguous to and fronting toward the volcano road shall include a strip or strips connecting such premises with the volcano road and approximately at right angles thereto, which shall be located as the applicant shall desire, the aggregate width of which shall not be over four hundred feet: *And provided further,* That the provisions of this section shall apply only to those of such corporations as are or may hereafter be incorporated under the laws of the Republic of Hawaii.

SEC. 78. Payment of the purchase price of lands patented under sections 76 and 77 shall be made as follows: One-fourth immediately upon a successful application for the right to purchase the land specified, and the balance in equal installments in two, four, and eight years respectively from the date of such application, with interest at the rate of seven per centum, provided that the applicant may prepay any such installment before it is due, and thereby stop the corresponding interest. The premises thus sought to be patented shall, from the date of such application accompanied by one-fourth of the purchase price, be free from the stipulations of such Crown lease which shall, however, remain in full force as to the remainder of

premises described therein: *Provided, however,* That the remainder of the premises held under such lease may with the approval of the commissioners be surrendered: *And provided further,* That the provisions of this section shall apply only to those of such corporations as are or may hereafter be incorporated under the laws of the Republic of Hawaii.

SEC. 79. The land covered by the Crown leases above referred to is hereby appraised as follows:

The first line of fifty-acre lots nearest the volcano road, according to the Olaa survey, six dollars per acre; the second line of fifty-acre lots, four dollars per acre; all other lots, three dollars per acre.

SEC. 80. The land exempted from sale along the volcano road by sections 76 and 77 is hereby reserved as a permanent park to be devoted to forest growth and other features of park improvement, and no part of the same shall be sold or leased by the commissioners without the consent of the executive council, nor without first offering the same to the owner of the land immediately in the rear upon the terms specified in sections 78 and 79.

PART X.—*Puukapu, Maimu, and Waiakolea reservations and native reservations of Olaa.*

SEC. 81. Any person holding land situate in said Ahupuaa of Olaa under a lease from the commissioners of Crown lands not reserving rent for the first five years of such lease, or situate in the Ahupuaas of Kaimu and Waiakolea in said district of Puna, or in the Ahupuaa of Puukapu in the district of South Kohala, on said island of Hawaii, under a lease from the Crown commissioners for a term of thirty years, may at any time after the first payment of rent, when all the conditions of such lease to be performed by the lessee previous to such time shall have been substantially performed, receive from the subagent, upon applying therefor and paying to him the requisite deposit money, a certificate of occupation, a right of purchase lease, or a freehold agreement, at the option of the applicant, for the premises described in such Crown lease. Upon receipt of such certificate of occupation, right of purchase lease, or freehold agreement by such person, the said Crown lease shall be void.

SEC. 82. Under the provisions of section 81 the deposit money upon application for a certificate of occupation shall equal twenty-five cents for each acre of the premises under consideration; upon application for a right of purchase lease the deposit money shall equal six months' rent of the premises under consideration, which shall be credited to the applicant on account of rent if the application is successful; upon application for a freehold agreement the deposit shall correspond to one-fourth of the purchase price of the premises under consideration and shall be credited on account of the purchase if the application is successful. If any of such applications are unsuccessful, the deposit money shall be returned to the applicant.

SEC. 83. The land covered by the said Crown leases in said Olaa, Kaimu, Waiakolea, and Puukapu is hereby appraised at two dollars for half an acre for the purpose of the foregoing provisions for furnishing the lessees thereof right of purchase leases and freehold agreements. Such appraisement shall fix the value of land taken under freehold agreements without an auction sale.

SEC. 84. Except as above provided, the general provisions relative to the homestead leases, right of purchase leases, and cash freehold shall apply to the status of the said parties securing such holding respectively, provided that any continuous residence performed by such parties under the said crown leases shall be credited to them in like manner as if the same had been performed under the certificate of occupation; right of purchase leases or freehold agreement so obtained by them respectively as performance or part performance of the residence condition of such instruments.

PART XI.

SEC. 85. From and after the publication of this act no land shall be opened for settlement under the provisions of chapter 87 of the Session Laws of 1892, entitled "An act to consolidate and amend the laws entitled 'An act to facilitate the acquiring and settlement of homesteads,' otherwise known as the homestead act," which act shall, however, remain in force in relation to such lands as have been already taken up by settlers.

SEC. 86. An act entitled "An act to create a sinking fund," approved December 31st, 1864, and an act entitled "An act to relieve the royal domain from encumbrances and to render the same inalienable," approved January 3, 1865, are hereby repealed. Sections 36, 39, 42, 43, 44, 45, 46, and 47 of the Civil Code, chapter 44 of the Laws of 1876, chapter 5 of the Laws of 1878, chapter 87 of the Laws of 1881, and act No. 48 of the Laws of the Provisional Government of the Hawaiian Islands are hereby amended to conform to the provisions of this act.

SEC. 87. This act shall take effect from and after the date of publication.

NEWLANDS RESOLUTION.

JOINT RESOLUTION OF ANNEXATION—CONGRESSIONAL DECREE UNDER WHICH CHANGE WAS MADE.

[This is the "Newlands resolution," by which annexation was directly brought about.]

Whereas the government of the republic of Hawaii having in due form signified its consent, in the manner provided by its constitution, to cede absolutely and without reserve to the United States of America all the rights of sovereignty of whatever kind in and over the Hawaiian Islands and their dependencies, and also to cede and transfer to the United States the absolute fee and ownership of all public, government, or crown lands, public buildings or edifices, ports, harbors, military equipment, and all other public property of every kind and description belonging to the government of the Hawaiian Islands together with every right and appurtenance thereunto appertaining, therefore, be it

Resolved, That said cession is accepted, ratified, and confirmed, and that the said Hawaiian Islands and their dependencies be, and they are hereby, annexed as a part of the territory of the United States and subject to the sovereign dominion thereof, and that all and singular the property and rights hereinbefore mentioned are vested in the United States of America.

The existing laws of the United States relative to public lands shall not apply to such lands in the Hawaiian Islands, but the Congress

the United States shall enact special laws for their management and disposition: *Provided*, That all revenue from or proceeds of the same, except as regards such part thereof as may be used or occupied for the civil, military, or naval purposes of the United States, or may be assigned for use of the local government, shall be used solely for the benefit of the inhabitants of the Hawaiian Islands for educational and other public purposes.

Until Congress shall provide for the government of such islands all the civil, judicial, and military powers exercised by the officers of the existing Government in said islands shall be vested in such person or persons as the President of the United States shall direct; and the President shall have power to remove the said officers and to fill the vacancies so occasioned.

The existing treaties of the Hawaiian Islands with foreign nations shall forthwith cease and determine, being replaced by such treaties as may exist, or as hereafter may be concluded, between the United States and such foreign nations.

The municipal legislation of the Hawaiian Islands not enacted for the fulfillment of the treaties so extinguished, and not inconsistent with this joint resolution nor contrary to the Constitution of the United States, shall remain in force until the Congress of the United States shall otherwise determine.

Until legislation shall be enacted extending the United States customs laws and regulations to the Hawaiian Islands the existing customs regulations of the Hawaiian Islands with the United States and other countries shall remain unchanged.

The public debt of the Republic of Hawaii, lawfully existing at the date of the passage of this joint resolution, including the amounts due to depositors in the Hawaiian Postal Savings Bank, is hereby assumed by the Government of the United States, but the liability of the United States in this regard shall in no case exceed \$4,000,000.

So long, however, as the existing Government and the present commercial relations of the Hawaiian Islands are continued as hereinbefore provided, said Government shall continue to pay the interest on said debt.

There shall be no further immigration of Chinese into the Hawaiian Islands, except upon such conditions as are now or may hereafter be allowed by the laws of the United States, and no Chinese, by reason of anything herein contained, shall be allowed to enter the United States from the Hawaiian Islands.

The President shall appoint five commissioners, at least two of whom shall be residents of the Hawaiian Islands, who shall, as soon as reasonably practicable, recommend to Congress such legislation concerning the Hawaiian Islands as they shall deem necessary or proper.

SEC. 2. That the commissioners hereinbefore provided for shall be appointed by the President, by and with the consent and advice of the Senate.

SEC. 3. That the sum of \$100,000, or so much thereof as may be necessary, is hereby appropriated out of any money in the Treasury not otherwise appropriated, and to be immediately available, to be expended at the discretion of the President of the United States of America, for the purpose of carrying this joint resolution into effect.

PRESIDENT McKINLEY'S PROCLAMATION.

The proclamation read by Mr. Sewall was:

"To the government and people of the Hawaiian Islands:

"By the terms of the joint resolution by which the cession of the Hawaiian Islands and their dependencies to the United States is concluded, it is provided that until Congress shall provide for the government of Hawaii all the civil, judicial, and military powers exercised by the officers of the existing government are to be vested in such person or persons and to be exercised in such manner as the President of the United States shall direct.

"In the exercise of the power thus conferred upon him by the joint resolution the President hereby directs that the civil, judicial, and military powers in question shall be exercised by the officers of the republic of Hawaii as it existed just prior to the transfer of sovereignty, subject to his power to remove such officers and to fill vacancies.

"All such officers will be required at once to take an oath of allegiance to the United States, and all the military forces will be required to take a similar oath, and all bonded officers will be required to renew their bonds to the Government of the United States.

"The powers of the minister of foreign affairs will, upon the transfer of the sovereignty and property of Hawaii to the United States necessarily cease so far as they relate to the conduct of diplomatic intercourse between Hawaii and foreign powers.

"The municipal legislation of Hawaii, except such as was enacted for the fulfillment of the treaties between that country and foreign nations, and except such as is consistent, with the joint resolution, contrary to the Constitution of the United States, or to any existing treaty of the United States, is to remain in full force till the Congress of the United States shall otherwise determine.

"The existing customs relations of Hawaii with the United States and with other countries are to remain unchanged till Congress shall have extended the customs laws and regulations of the United States to the islands.

"Under these various provisions the government of the islands will proceed without interruption."

HAROLD M. SEWALL,
*Envoy Extraordinary and Minister Plenipotentiary
of the United States of America.*

HONOLULU, HAWAII, *August 12, 1898.*

TREATY OF ANNEXATION OF HAWAII.

[Negotiated in 1897, under President McKinley, Secretary of State Sherman.]

The United States and the Republic of Hawaii, in view of the natural dependence of the Hawaiian Islands upon the United States, of their geographical proximity thereto, of the preponderant share acquired by the United States and its citizens in the industries and trade of said islands, and of the expressed desire of the Government of the Republic of Hawaii that those islands should be incorporated into the United States as an integral part thereof and under its sovereignty, have determined to accomplish by treaty an object so important to their mutual and permanent welfare.

To this end the high contracting parties have conferred full power and authority upon their respectively appointed plenipotentiaries, to wit:

The President of the United States, John Sherman, Secretary of State of the United States.

The President of the Republic of Hawaii, Francis March Hatch, Lorrin A. Thurston, and William A. Kinney.

ARTICLE I.

The Republic of Hawaii hereby cedes absolutely and without reserve to the United States of America all rights of sovereignty of whatsoever kind in and over the Hawaiian Islands and their dependencies; and it is agreed that all territory of and appertaining to the Republic of Hawaii is hereby annexed to the United States of America under the name of the Territory of Hawaii.

ARTICLE II.

The Republic of Hawaii also cedes and hereby transfers to the United States the absolute free and ownership of all public, Government, or Crown lands, public buildings, or edifices, ports, harbors, military equipments, and all other public property of every kind and description belonging to the Government of the Hawaiian Islands, together with every right and appurtenance thereunto appertaining.

The existing laws of the United States relative to public lands shall not apply to such lands in the Hawaiian Islands, but the Congress of the United States shall enact special laws for their management and disposition: *Provided*, That all revenues from or proceeds of the same, except as regards such part thereof as may be used or occupied for the civil, military, or naval purposes of the United States, or may be assigned for the use of the local government, shall be used solely for the benefit of the inhabitants of the Hawaiian Islands for educational and other public purposes.

ARTICLE III.

Until Congress shall provide for the government of such islands all the civil, judicial, and military powers exercised by the officers of the existing Government in said islands shall be vested in such person or persons, and shall be exercised in such manner as the President of the United States shall direct; and the President shall have power to remove said officers and fill the vacancies so occasioned.

The existing treaties of the Hawaiian Islands with foreign nations shall forthwith cease and determine, being replaced by such treaties as may exist, or as may be hereafter concluded between the United States and such foreign nations. The municipal legislation of the Hawaiian Islands, not enacted for the fulfillment of the treaties so extinguished, and not inconsistent with this treaty nor contrary to the Constitution of the United States, shall remain in force until the Congress of the United States shall otherwise determine.

Until legislation shall be enacted extending the United States customs laws and regulations to the Hawaiian Islands the existing customs relations of the Hawaiian Islands with the United States and other countries shall remain unchanged.

ARTICLE IV.

The public debt of the Republic of Hawaii lawfully existing at the date of the exchange of the ratifications of the treaty, including the amounts due to depositors in the Hawaiian Postal Savings Bank, hereby assumed by the Government of the United States, but the liability of the United States in this regard shall in no case exceed \$4,000,000. So long, however, as the existing Government and the present commercial relations of the Hawaiian Islands are continued as hereinbefore provided, said Government shall continue to pay the interest on said debt.

ARTICLE V.

There shall be no further immigration of Chinese into the Hawaiian Islands, except upon such conditions as are now or may hereafter be allowed by the laws of the United States, and no Chinese by reason of anything herein contained shall be allowed to enter the United States from the Hawaiian Islands.

ARTICLE VI.

The President shall appoint five commissioners, at least two of whom shall be residents of the Hawaiian Islands, who shall, as soon as reasonable and practicable, recommend to Congress such legislation for the Territory of Hawaii as they shall deem necessary or proper.

ARTICLE VII.

This treaty shall be ratified by the President of the United States by and with the advice and consent of the Senate, on the one part, and by the President of the Republic of Hawaii, by and with the advice and consent of the senate in accordance with the constitution of said Republic, on the other; and the ratifications hereof shall be exchanged at Washington as soon as possible.

In witness whereof the respective plenipotentiaries have signed the above articles and have hereunto affixed their seals

Done in duplicate at the city of Washington, this sixteenth day of June, one thousand eight hundred and ninety-seven.

JOHN SHERMAN.	[SEAL.]
FRANCIS MARCH HATCH.	[SEAL.]
LORRIN A. THURSTON.	[SEAL.]
WILLIAM A. KINNEY.	[SEAL.]

EXHIBIT 2.

DIGEST OF THE LAND ACT, 1895, OF THE TERRITORY OF HAWAII,

continued in force by an act entitled "An act to provide a government for the Territory of Hawaii," passed by the Fifty-sixth Congress of the United States of America on the 27th day of April and approved on the 30th day of April A. D. 1900.

[This is as the Hawaiian officials see it after passage of organic act, April 14, 1900.]

(With reference to unoccupied lands.)

The land act of 1895 as aforesaid, having for its special object the settlement and cultivation of the Government agricultural and pastoral land, vested the control and management of public lands in a commissioner; but excepting from the control of the commissioner town lots, landings, tracts reserved for public purposes, etc., which remain under the control of the superintendent of public works.

For the purposes of the act the Territory of Hawaii is divided into six land districts, as follows:

- 1st. Hilo and Puna on the island of Hawaii.
- 2nd. Hamakua and Kohala on the island of Hawaii.
- 3rd. Kona and Kau on the island of Hawaii.
- 4th. The islands of Maui, Molokai, Lanai, and Kahoolawe.
- 5th. The island of Oahu.
- 6th. The island of Kauai.

The commissioner is represented by a subagent in each district.

Public lands for the purposes of this act are classified as follows:

I. *Agricultural land*.—First class: Land suitable for the cultivation of fruit, coffee, sugar, or other perennial crops, with or without irrigation.

Second class: Land suitable for the cultivation of annual crops only.

Third class: Wet lands, such as kalo and rice lands.

II. *Pastoral land*.—First class: Land not in the description of agricultural land, but capable of carrying live stock the year through

Second class: Land capable of carrying live stock only part of the year, or otherwise inferior to first-class pastoral land.

III. *Pastoral-agricultural land*.—Land adapted in part for pasturage and in part for cultivation.

IV. *Forest land*.—Land producing forest trees, but unsuitable for cultivation.

V. *Waste land*.—Land not included in the other classes.

The act provides three principal methods for the acquirement of public lands under systems known as (1) homestead lease, (2) right-of-purchase lease, (3) cash freehold.

GENERAL QUALIFICATION OF APPLICANTS.

Applicants for land under systems named above must be over eighteen years of age, must be citizens by birth or naturalization or have received a certificate of declaration of intention to become a citizen, be under no civil disability for any offense, nor delinquent in the payment of taxes. Special qualifications are named under the respective systems.

HOMESTEAD LEASE SYSTEM.

The homestead lease system permits the acquirement of public land by qualified persons without other payments than a fee of two dollars upon application and a fee of five dollars upon issuance of homestead lease.

The limit of area in the different classes of land which may be acquired under homestead lease is: Eight acres first-class agricultural land; 16 acres second-class agricultural land; 1 acre wet (rice or taro) land; 30 acres first-class pastoral land; 60 acres second-class pastoral land, and 45 acres pastoral-agricultural land.

SPECIAL QUALIFICATIONS OF APPLICANTS FOR HOMESTEAD LEASE.

Any person having the general qualifications (as to citizenship, etc.) who is not the owner in his own right of any land in the Territory of Hawaii other than "wet land" (rice, taro, etc.), and who is not an applicant for other land under the act, may apply under this part of the act, and such application may cover one lot of wet land in addition to other land if reasonably near. Husband and wife may not both be applicants.

Applications must be made in person at the office of subagent of the district, accompanied by sworn declaration of qualifications and a fee of \$2.

CERTIFICATE OF OCCUPATION.

The successful applicant receives a certificate of occupation, which entitles him to occupy the described premises and to receive a homestead lease for nine hundred and ninety-nine years if conditions of certificate of occupation have been fulfilled, the conditions being:

That the occupier shall, before the end of two years, build a dwelling house and reside on the premises. He shall maintain his home on the premises from and after the end of two years from date of certificate. He shall, before the end of six years from date of certificate, have in cultivation not less than 10 per cent of the land, or have in cultivation 5 per cent of the land, and in good growing condition not less than ten timber, shade, or fruit trees per acre on agricultural land, or if pastoral land, fence the same within six years.

He shall pay the taxes assessed upon the premises within sixty days after the same are delinquent.

He shall perform any conditions of the certificates for the planting or protection of trees or prevention or destruction of vegetable pests that may be on the premises.

CONDITIONS OF HOMESTEAD LEASE.

The lessee, or his successors, must maintain his home on the leased premises; must pay the taxes assessed upon the premises within sixty days after the same are delinquent, and perform any conditions of the lease relating to protection or planting of trees or destruction and prevention of vegetable pests.

Lands held under a certificate of occupation or homestead lease are liable to taxation as estates in fee.

In case of the death of an occupier or lessee his interests, notwithstanding any devise or bequest, shall vest in his relations, in the order

prescribed in the act, the widow or widower being first in order, then the children, etc.

Certificates of occupation or homestead lease, or any interest thereunder, is not assignable by way of mortgage, nor is the same subject to attachment, levy or sale on any process issuing from the courts of the country. Neither the whole nor any portion of the premises may be sublet.

Surrender may be made to the government by an occupier or lessee having the whole interest if all conditions to date of surrender have been fulfilled, and the person so surrendering is entitled to receive from the government the value of permanent improvement whenever the same is received by the government from a new tenant.

RIGHT OF PURCHASE LEASES.

Right of purchase leases for the term of twenty-one years may be issued to qualified applicants, with the privilege to the lessee of purchasing at the end of three years and upon fulfillment of special conditions.

QUALIFICATIONS OF APPLICANTS.

Any person who is over eighteen years of age, who is a citizen by birth or naturalization of the United States, or who has received a certificate of declaration of intention to become a citizen, who is under no civil disability for any offense, who is not delinquent in the payment of taxes, and who does not own any agricultural or pastoral land in the Territory of Hawaii, may apply for right of purchase lease, the limit of areas which may be acquired being 100 acres first-class agricultural land, 200 acres second-class agricultural land, 2 acres wet (rice or taro) land, 600 acres first-class pastoral land, 1,200 acres second-class pastoral land, and 400 acres mixed agricultural and pastoral land.

Any qualified person, owning less than the respective amounts stated in foregoing list, and which is not subject to residence condition, may acquire additional land of the classes already held by him but so that his aggregate holding shall not be in excess of the limit named; or if desiring additional land of another class, may acquire the same according to ratio established between the various classes.

Husband and wife may not both be applicants for right of purchase leases.

Application must be made in person at the office of subagent of the district, and must be accompanied by a fee equal to six months' rent of premises, fee to be credited on account of rent, if application is successful, and to be returned if application is unsuccessful. In case of more than one application for same lot, the first application takes precedence.

CONDITIONS OF RIGHTS OF PURCHASE LEASE.

Term, twenty-one years.

Rental, eight per cent on the appraised value given in lease, payable semiannually.

The lessee must, from the end of the first to the end of the fifth year, continuously maintain his home on the leased premises.

The lessee must have in cultivation at the end of three years five

per cent and at the end of five years ten per cent of his holding, and maintain on agricultural land an average of ten trees to the acre.

Pastoral land must be fenced.

Interest in right of purchase lease is not assignable without written consent of the commissioner of public lands, but the lease may be surrendered to the government.

In case of forfeiture or surrender of right of purchase lease, reappraisement is made of the land and of permanent improvement thereon, and if the land is again disposed of, the incoming tenant shall pay for such permanent improvements, and the amount, when so received by the government, shall be paid to the surrendering lessee.

CONDITIONS UNDER WHICH PURCHASE MAY BE MADE.

At any time after third year of leasehold term the lessee is entitled to a land patent, giving fee simple title, upon his payment of the appraised value set forth in lease, if he has reduced to cultivation twenty-five per cent of his leased premises and has substantially performed all other conditions of his lease.

CASH FREEHOLDS.

Cash freehold lots are sold at auction to the highest qualified bidder at appraised value as upset price.

The qualification of applicants for cash freeholds and the areas of land which may be required are the same as those under right of purchase lease system.

APPLICATIONS.

Applications must be made to subagent of district in writing, with sworn declaration as to qualifications, and a fee of ten per cent of appraised value of lot, which fee is forfeited if applicant declines to take the premises at the appraised value, and is credited to him if he becomes the purchaser of the lot. If such applicant, however, is outbid, his fee is returned to him.

If two or more applications are made and there is no bid above the upset price the first application takes precedence.

The purchaser at auction sale must pay immediately thereafter one fourth of purchase price and thereupon receive a "freehold agreement."

CONDITIONS OF FREEHOLD AGREEMENT.

The freeholder shall pay the balance of purchase price in equal installments in one, two, and three years, with interest at 6 per cent but may pay any installment before it is due and stop corresponding interest.

Twenty-five per cent of agricultural land must be cultivated, and pastoral land fenced before the end of third year.

Freeholder must maintain his home on the premises from end of first to end of third year.

He may not assign or sublet without consent of the commissioner of public lands.

He must allow agents of the Territory of Hawaii and the United States to enter and examine the premises.

He must pay all taxes that may be due upon the premises.

If all conditions are fulfilled he is entitled, at end of three years, to patent giving fee-simple title.

In case of forfeiture or surrender the land and permanent improvements are reappraised separately, and the value of such improvements, when received by government from new tenant or freeholder, will be paid to surrendering freeholder.

SETTLEMENT ASSOCIATIONS.

Six or more qualified persons may form a "settlement association" and apply for holdings in one block.

The provisions for cash freehold and right-of-purchase leases apply to the settlement of such blocks.

Any lot in such block which may be forfeited or surrendered, or which is not taken up by any member of the settlement association within three months, shall be open to any qualified applicants.

Disputes, disagreements, or misunderstandings between the parties to certificate of occupation, homestead lease, right-of-purchase lease, or cash freehold, and relating thereto, which can not be amicably settled, shall be submitted to the circuit judge in whose jurisdiction the premises are situated, and his decision shall be final, subject only to appeal to supreme court.

CASH SALES AND SPECIAL AGREEMENTS.

With consent of the governor, public lands not under lease may be sold in parcels of not over one thousand acres at public auction for cash, and upon such sale and payment of full consideration a land patent will issue.

Parcels of land of not over six hundred acres may, with consent of governor, be sold at public auction upon part credit and part cash, and upon such terms and conditions of improvement, residence, etc., as may be imposed.

Upon fulfillment of all conditions a land patent will issue.

GENERAL LEASES.

General leases of public lands may be made for a term not exceeding five years for agricultural land and twenty-one years for pastoral land.

Such leases are sold at public auction, and require rent in advance quarterly, semiannually, or annually.

The conditions of general leases are made at discretion of the commissioner, and may be made for any class of public lands.

EXHIBIT 3.

RELATING TO RESOLUTION NO. 11.

COMMISSION OF PUBLIC LANDS, TERRITORY OF HAWAII,
Honolulu, March 26, 1901.

To the Speaker of the House of Representatives.

SIR: I beg leave to acknowledge receipt of a communication from your honorable body dated March 8, 1901, submitting, for the consid-

eration of the “agent of public lands,” and answer, a resolution unanimously passed by the house of representatives, to wit:

Be it resolved, That the clerk of the house be instructed to forward the requisite communication to the agent of public lands whereby the said agent of public land may furnish this house all land transactions made by him from 1890 to present date and to furnish the names of all persons who are connected with such transactions, and to say in reply:

That this office was not in existence until the latter part of 1895 prior to which time Government and Crown lands were under the control and management of the “minister of interior” and “commissioner of Crown lands,” respectively. This office has consequently to rely for its knowledge of transactions prior to November, 1895, on the published reports of the minister of the interior and of the commissioners of Crown lands, copies of which are herewith forwarded under separate covers, to wit:

Minister of interior’s report of 1890, pages 204 to 232, inclusive, and page 286.

Minister of interior’s report of 1892, pages 260 and 262.

Minister of interior’s report of 1894, pages 20 to 46, inclusive, 170 and 180.

Report of minister of interior for nine months 1894 ending December 31, pages 90 and 96, respectively.

Report of minister of interior for 1895, pages 11, 14, and 16, respectively.

Report of commissioners of Crown lands 1894, pages 41 to 83, inclusive.

The transactions of this office are submitted, as follows:

Tabulated statement from organization of this office to July 7, 1898

Printed statement of land transactions July 7, 1898, to September 30, 1899.

Printed report of the commissioner of public lands for year ending December 31, 1900, since which date no new transactions have been made.

Respectfully submitted.

J. F. BROWN,
Commissioner of Public Lands.

MARCH 30, 1901.

Right of purchase leases.
FIRST LAND DISTRICT.

Date.	Name and location.	Area.	Value.	Remarks.
1896.		<i>Acres.</i>		
June 1	E. G. Lyman, Ponahawai, Hawaii.....	44.90	\$314.30	
1	J. H. Riemers, Ponahawai, Hawaii.....	28.00	224.00	Transferred to M. Vierra.
1	A. McAulton, Ponahawai, Hawaii.....	9.50	86.50	Paid in full.
1	J. Vierra, Ponahawai, Hawaii.....	26.70	214.08	Do.
1	Ira E. Ray, Olaa, Hawaii.....	100.00	600.00	
1	E. G. Serrao, Ponahawai, Hawaii.....	15.00	120.00	
1	J. A. Dray, Olaa, Hawaii.....	46.60	.....	Surrendered.
1	J. Vierra, Ponahawai, Hawaii.....	83.90	339.00	
July 1	E. Fuhr, Ponahawai, Hawaii.....	17.70	141.60	
1	E. E. Wilson, Ponahawai, Hawaii.....	44.70	268.20	Transferred to W. A. Ra transferred to W. Kinne paid in full.
1	J. Rossi, Ponahawai, Hawaii.....	19.90	139.30	
1	J. E. Anderson, Ponahawai, Hawaii.....	70.80	424.80	
1	J. E. Gamalielson, Ponahawai, Hawaii....	69.50	173.75	
June 10	J. P. Cadinha, Waikaumalo, Hawaii.....	38.95	339.50	
10	J. Fernandez, Waikaumalo, Hawaii.....	64.50	645.00	
July 1	A. M. Pescincha, Waikaumalo, Hawaii....	41.90	419.00	

Right of purchase leases—Continued.

FIRST LAND DISTRICT—Continued.

Date.	Name and location.	Area.	Value.	Remarks.
		Acres.		
1906.				
July 15	F. S. Pas, Waikauamalo, Hawaii.....	49.70	\$479.00	Surrendered.
Aug 10	P. L. Holmes, Waikauamalo, Hawaii.....	32.98	.....
Sept. 23	W. W. McFarlan, Ponahawai, Hawaii.....	136.70	478.45	
Oct. 1	M. Enos, Waipunalei, Hawaii.....	20.50	246.00	
1	A. P. Martinez, Waipunalei, Hawaii.....	8.06	80.65	
1	P. Silva, Kaiwiki, Hawaii.....	16.10	128.80	
1	M. Martins, Kaiwiki, Hawaii.....	12.07	96.56	
1	G. Vieira, Waikauamalo, Hawaii.....	31.15	311.50	
1	M. da Conceicao, Waikauamalo, Hawaii....	25.85	258.50	Assigned to R. K. Baptiste. One-half assigned to J. Carreta; one-half assigned M. Swares.
1	M. Vieira, Waikauamalo, Hawaii.....	81.18	811.80	
Sept. 21	L. T. Grant, Kaiwiki, Hawaii.....	14.61	116.88	
21	G. da Souza, Kaiwiki, Hawaii.....	13.07	104.56	
21	C. O. Smith, Kaiwiki, Hawaii.....	17.09	Forfeited.
Nov. 5	A. Kraus, Oloo, Hawaii.....	97.60	585.60	Assigned to F. Pacheco.
10	M. Lopez, Waipunalei, Hawaii.....	17.88	178.80	
20	L. R. Cadinha, Waikauamalo, Hawaii.....	59.70	587.30	
1907.				
Jan. 1	J. G. Preria, Waikauamalo, Hawaii.....	42.00	327.30	Assigned to F. Pacheco.
1	M. R. Cadinha, Waikauamalo, Hawaii.....	66.80	601.20	
1	A. Rebeiro, Waipunalei, Hawaii.....	8.06	80.68	
1	C. McFarlane, Ponahawai, Hawaii.....	158.90	476.70	
1	W. Barnett, Oloo, Hawaii.....	50.00	400.00	Canceled.
9	A. E. Tullock, Oloo, Hawaii.....	47.25	472.50	
Feb. 12	J. Freitas, Waipunalei, Hawaii.....	17.90	179.00	
Apr. 1	M. Peter, Waipunalei, Hawaii.....	18.95	189.50	
1	M. J. Tarrash, Waipunalei, Hawaii.....	20.35	244.20	Assigned to Manuel D. Alameda.
1	G. Pacheco, Waipunalei, Hawaii.....	15.75	157.50	
1	M. P. Silva, Waipunalei, Hawaii.....	17.67	176.70	
1	M. P. Martinez, Waipunalei, Hawaii.....	15.30	183.60	
1	D. Kahooio, Waipunalei, Hawaii.....	22.50	180.00	Assigned to J. Shoemaker.
1	P. J. Kehn, Nanawale, Hawaii.....	17.88	106.98	
1	M. Pacheco, Kaiwiki, Hawaii.....	34.24	273.92	
1	A. Pavao, Kaiwiki, Hawaii.....	14.00	112.00	
1	D. Ewaliko, Kaiwiki, Hawaii.....	48.00	348.00	Assigned to A. Fielding.
1	J. P. Rodrigues, Kaiwiki, Hawaii.....	16.50	132.72	
1	J. Ferreira, Kaiwiki, Hawaii.....	26.34	210.72	
1	M. Barros, Kaiwiki, Hawaii.....	18.65	149.20	
1	J. Ferise, Kaiwiki, Hawaii.....	25.48	203.84	Assigned to Joseph Patrick.
1	A. G. Serrao, Kaiwiki, Hawaii.....	45.20	361.60	
1	J. Carreira, Kaiwiki, Hawaii.....	18.57	148.56	
1	M. Periera, Kaiwiki, Hawaii.....	10.06	80.48	
1	D. da Franca, Kaiwiki, Hawaii.....	12.61	100.88	Assigned to B. F. Kuhus.
1	A. Medeiros, Kaiwiki, Hawaii.....	10.24	81.92	
1	J. Martins, Kaiwiki, Hawaii.....	10.10	80.80	
1	R. Jesus, Kaiwiki, Hawaii.....	23.06	184.48	
1	F. Martinez, Kaiwiki, Hawaii.....	19.18	153.44	Assigned to B. F. Kuhus.
1	A. de Quoit, Kaiwiki, Hawaii.....	14.34	114.72	
1	A. S. da Mail, Kaiwiki, Hawaii.....	19.89	159.12	
1	M. E. Tarvash, Kaiwiki, Hawaii.....	14.85	118.80	
1	J. F. Ferreira, Kaiwiki, Hawaii.....	24.44	195.52	Assigned one-half to V. Jesus; one-half to M. Raposo.
1	V. Fose, Kaiwiki, Hawaii.....	43.75	190.00	
1	J. da C. Morgada, Kaiwiki, Hawaii.....	23.40	187.20	
1	F. Victorino, Kaiwiki, Hawaii.....	88.44	307.52	
1	M. de Aranza, Kaiwiki, Hawaii.....	48.98	391.84	Assigned to M. Barros.
1	B. de Cinto, Kaiwiki, Hawaii.....	24.79	198.32	
1	R. E. Byrne, Kaiwiki, Hawaii.....	40.34	322.72	
1	D. B. Putney, Kaiwiki, Hawaii.....	33.08	.....
1	L. Horner, Kaiwiki, Hawaii.....	44.80	Assigned to J. J. Eielras.
1	J. P. Gaspar, Kaiwiki, Hawaii.....	52.00	416.00	
1	H. T. Hambley, Oloo, Hawaii.....	103.70	379.20	
1	E. E. Eldarts, Oloo, Hawaii.....	32.00	243.50	
1	A. S. Wall, Oloo, Hawaii.....	88.60	296.00	Assigned to W. J. Stone.
1	A. Potemkin, Oloo, Hawaii.....	100.00	600.00	
1	A. Penkowsky, Oloo, Hawaii.....	98.36	590.15	
1	J. F. Hardy, Oloo, Hawaii.....	50.00	.....
1	W. Nahakuelua, Waipunalei, Hawaii.....	20.65	165.20	Assigned to R. McBryde.
May 4	J. Cardozo, Waipunalei, Hawaii.....	15.70	157.00	
12	C. Gibson, Oloo, Hawaii.....	100.00	600.00	
25	G. C. Gallagher, Oloo, Hawaii.....	100.00	800.00	
June 1	G. T. McFarlan, Honahawai, Hawaii.....	74.08	448.80	Assigned to E. V. Borgart.
1	N. de Federoff, Oloo, Hawaii.....	50.00	.....
July 21	Chas. Kaohe, Waipunalei, Hawaii.....	10.19	122.28	
1	W. J. Kerrigan, Oloo, Hawaii.....	100.00	600.00	
9	W. Foster, Kaiwiki, Hawaii.....	30.66	245.28	Assigned to J. Forsyth, jr.; assigned to C. F. Bradshaw.
22	J. A. Kaaukal, Kapahua, Hawaii.....	116.00	464.00	
22	J. K. Puuomolawa, Kamauli, Hawaii.....	47.00	188.00	
July 9	T. Madison, Kamauli, Hawaii.....	70.50	387.75	

Right of purchase leases—Continued.

FIRST LAND DISTRICT—Continued.

Date.	Name and location.	Area.	Value.	Remarks.
1897.		<i>Acres.</i>		
June 22	G. K. Ewaliko, Kamailli, Hawaii.....	30.00	\$165.00	Assigned to F. W. Barbour.
July 17	C. A. Grote, Kaiwika, Hawaii.....	17.09	136.72	
Oct. 1	J. E. Pomeroy, Kaiwika, Hawaii.....	33.08	264.64	
Aug. 13	J. de S. Pas, Waikauamalo, Hawaii.....	41.80	334.40	
July 12	S. Smithers, Nanawale, Hawaii.....	22.00	55.00	Canceled.
24	J. S. Hauke, Olaa, Hawaii.....	100.00	.....
Aug. 13	J. Seefriet, Nanawale, Hawaii.....	19.71	118.26	
May 24	O. Peterson, Olaa, Hawaii.....	100.00	700.00	
24	W. McClusky, Olaa, Hawaii.....	50.00	300.00	Do.
Aug. 1	P. McKinnon, Olaa, Hawaii.....	98.36	590.16	
7	M. Faulha, Waikauamalo, Hawaii.....	57.90	352.10	
Oct. 1	J. C. McStay, Olaa, Hawaii.....	109.17	599.17	
Sept. 1	W. Higby, Kaohe, Hawaii.....	84.45	Do.
1	J. R. Higby, Kaohe, Hawaii.....	84.53	.....
Oct. 1	G. R. Paty, Olaa, Hawaii.....	30.40	628.00	
1	G. Munby, Olaa, Hawaii.....	24.70	494.00	
1	Peter Lee, Olaa, Hawaii.....	67.00	1,017.00	Assigned to A. Grossman.
1	Mary K. Kailima, Olaa, Hawaii.....	14.20	284.00	
1	W. B. Nailima, jr., Olaa, Hawaii.....	22.54	450.80	
1	J. S. Hiton, Olaa, Hawaii.....	23.26	145.24	
12	Mrs. J. S. O'Rourke, Olaa, Hawaii.....	11.83	217.69	Assigned to A. Grossman.
26	V. Elitcheff, Olaa, Hawaii.....	97.94	587.64	
Dec. 16	M. de M. Joras, Waikauamalo, Hawaii....	32.98	329.80	
1898.				
Jan. 1	W. A. Keys, Olaa, Hawaii.....	22.72	218.82	
1897.				
Dec. 4	G. Schebele, Nanawale, Hawaii.....	12.23	73.38	
1898.				
Jan. 4	J. Voss, Olaa, Hawaii.....	99.50	597.48	
4	M. Komorsky, Olaa, Hawaii.....	99.58	597.48	
Feb. 4	A. B. Kalino, Kuaai, Hawaii.....	14.95	179.40	
1897.				
Feb. 5	J. F. Fetzgerale, Maulua, Hawaii.....	110.60	1,059.00	Assigned to B. B. Macy.
5	C. Pattan, Maulua, Hawaii.....	50.50	757.50	
5	J. H. Macy, Maulua, Hawaii.....	40.60	609.00	
5	L. A. Swain, Maulua, Hawaii.....	62.20	750.00	
1898.				
Feb. 5	M. K. Meehonua, Maulua, Hawaii.....	45.70	685.50	Assigned to W. Le Barot assigned to E. C. Mellor.
5	E. Laeha, Maulua, Hawaii.....	45.20	678.00	
5	J. Maluo, Maulua, Hawaii.....	24.90	373.50	
5	J. Kaauhau, Maulua, Hawaii.....	22.00	330.00	
5	E. Naone, Maulua, Hawaii.....	60.00	900.00	Assigned to J. A. Silva.
5	S. P. Kuokala, Maulua, Hawaii.....	18.90	283.50	
5	Mrs. A. Kaneala, Maulua, Hawaii.....	27.90	418.50	
5	F. P. Rodrigues, Maulua, Hawaii.....	30.00	450.00	
5	C. K. Hyde, Kaimu, Hawaii.....	81.00	324.00	Assigned to C. E. Cutting.
9	H. J. Lyman, Kaohe, Hawaii.....	78.40	367.00	
14	A. S. Duarte, Waipunalei, Hawaii.....	20.25	162.00	
21	J. K. Makuakane, Waipunalei, Hawaii....	16.15	193.80	
18	A. W. Wilbers, Waipunalei, Hawaii.....	20.55	164.40	Assigned to J. A. Silva.
5	M. Belcato, Maulua, Hawaii.....	17.30	259.50	
18	P. Follenius, Maulua, Hawaii.....	5.40	86.00	
18	J. de Costel, Maulua, Hawaii.....	44.40	666.00	
18	J. Farara, Maulua, Hawaii.....	5.20	78.00	Assigned to J. A. Silva.
18	M. Correa, Maulua, Hawaii.....	18.10	271.50	
18	M. Francisco, Maulua, Hawaii.....	29.80	447.00	
18	A. de S. da Costa, Maulua, Hawaii.....	29.70	445.50	
18	M. dos Santos, Maulua, Hawaii.....	7.30	109.50	Assigned to C. E. Cutting.
24	T. E. Hare, Kaohe, Hawaii.....	75.40	452.40	
24	A. Madeira, Waipunalei, Hawaii.....	20.66	167.92	
Mar. 8	C. Grossi, Kaohe, Hawaii.....	71.60	.....
8	Dr. P. Price, Maulua, Hawaii.....	103.00	Assigned to Dr. A. Irwin.
7	H. M. Coke, Maulua, Hawaii.....	50.00	750.00	
Apr. 1	J. A. Martinez, Olaa, Hawaii.....	21.40	40.00	
1	W. S. Wise, Olaa, Hawaii.....	100.00	600.00	
1	J. K. Petersen, Olaa, Hawaii.....	100.00	600.00	Assigned to A. H. Olney.
1	S. Bergstrom, Olaa, Hawaii.....	111.00	804.00	
1	O. Omsted, Olaa, Hawaii.....	90.30	601.90	
1	Mrs. E. C. Maby, Olaa, Hawaii.....	42.17	253.00	
1	C. N. Ragsdale, Olaa, Hawaii.....	100.00	800.00	Assigned to F. N. Shaw.
May 25	M. da C. Pavida, Waikauamalo, Hawaii....	38.00	266.00	
21	R. Branagh, Kaohe, Hawaii.....	77.77	.....
25	W. McWhittier, Kaohe, Hawaii.....	60.65	426.65	

Right-of-purchase leases issued or granted between July 8, 1898, and September 30, 1899, can be seen on pages 14, 15, and 16 of pamphlet on land transactions, republic of Hawaii, a copy of which is herewith forwarded for your consideration.

Since November 30, 1899 no new leases were issued or granted.

Right of purchase leases—Continued.

SECOND LAND DISTRICT.

Date	Name and location.	Area.	Value.	Remarks.
		<i>Acres.</i>		
1906				
Dec. 27	J. de Camara, Kaapahu, Hawaii	19.80	\$198.00	Assigned to P. Martin.
31	C. Hall, Ahualoa, Hawaii	15.29	114.67	
31	F. M. Spinda, Kaapahu, Hawaii	19.50	195.00	
Dec. 21	S. Asano, Ahualoa, Hawaii	16.16	121.20	
1907				
Jan. 15	H. Louisson, Paauilo, Hawaii	66	990.00	Assigned to A. B. Lindsay. Assigned to M. V. Holmes. Assigned to Mrs. Jennie Weight.
15	G. Seitz, Paauilo, Hawaii	70.61	882.62	
15	A. A. Victor, Paauilo, Hawaii	71.28	891.00	
15	C. Notley, jr., Paauilo, Hawaii	58.83	735.37	
15	E. W. Estep, Ahualoa, Hawaii	89.09	1,113.62	
15	H. S. Overend, Ahualoa, Hawaii	78.08	976.00	
15	J. Burkenshaw, Ahualoa, Hawaii	82.27	617.00	
15	A. Horner, Paauilo, Hawaii	70.36	879.50	
15	A. Winter, Paauilo, Hawaii	74.60	746.00	
15	M. Marques, Ahualoa, Hawaii	22.84	171.30	
18	J. J. Horner, Paauilo, Hawaii	70.82	708.20	
18	A. Lydgate, Paauilo, Hawaii	54.60	682.50	
18	L. Dias, Ahualoa, Hawaii	21.52	161.40	
18	L. L. Broderick, Ahualoa, Hawaii	84.89	848.90	
20	Lala, Paauilo, Hawaii	26.80	268.00	
21	W. J. Rickard, Ahualoa, Hawaii	67.50	843.75	
21	N. J. Rickard, Ahualoa, Hawaii	78.16	781.60	
27	J. Waiohinu, Paauilo, Hawaii	33.00	330.00	
Feb. 3	A. Arthur, Kaapahu, Hawaii	17.00	85.00	
10	M. S. Teixeira, Ahualoa, Hawaii	57.40	430.50	
10	M. A. Dias, Ahualoa, Hawaii	63.91	319.55	
10	W. N. Purdy, Ahualoa, Hawaii	68.76	687.60	
13	J. G. Gomes, Ahualoa, Hawaii	20.27	152.02	
15	M. Boze, Ahualoa, Hawaii	20.82	156.15	
Mar. 6	J. F. Affonso, Kaapahu, Hawaii	17.00	85.00	
Apr. 17	D. Koki, Puukapu, Hawaii	29.70	104.85	
17	Anna Achi, Puukapu, Hawaii	33.51	100.50	
17	J. Kawai, Puukapu, Hawaii	11.50	28.75	
24	Kaohimaunu, Ahualoa, Hawaii	57.01	427.57	
20	S. Kahana, Ahualoa, Hawaii	54.03	270.15	
May 7	J. W. Lenhart, Paauilo, Hawaii	73.30	733.00	
10	K. Puao, Ahualoa, Hawaii	48.65	243.25	
19	M. Campbell, Puukapu, Hawaii	12.68	31.70	
June 1	M. Ferreira, Kaapahu, Hawaii	19.40	194.00	
9	A. F. Gil, Paauilo, Hawaii	31.20	312.00	
21	M. Medes, Ahualoa, Hawaii	65.70	640.00	
25	J. Crowder, Puukapu, Hawaii	14.35	71.75	
26	H. Akou, Puukapu, Hawaii	17.13	85.65	
30	H. Johnson, Puukapu, Hawaii	21.10	105.50	
July 1	G. Bell, jr., Puukapu, Hawaii	21.79	54.67	
1	G. Bell, Puukapu, Hawaii	21.52	53.80	
1	M. Batista, Ahualoa, Hawaii	66.51	665.10	
3	J. Kaiula, Ahualoa, Hawaii	29.70	222.75	
13	J. M. Calhoun, Ahualoa, Hawaii	23.45	175.87	
Aug. 19	J. de Silva, Paauilo, Hawaii	200.00	200.00	
23	J. Sanborn, Nuipea, Hawaii	48.37	483.70	
23	J. K. Kekaha, Nuipea, Hawaii	66.94	669.40	
23	K. Bolabola (w), Nuipea, Hawaii	47.94	479.40	
23	Maikui, Nuipea, Hawaii	15.89	158.90	
23	Kaaukai, Nuipea, Hawaii	10.37	103.70	
23	M. Keliikuewa, Kaapahu, Hawaii	38.90	389.00	
23	Palea, Nuipea, Hawaii	23.32	233.20	
23	Kahiwalani, Nuipea, Hawaii	16.84	168.40	
23	H. Johnson, Nuipea, Hawaii	57.26	572.60	
23	M. Silvester, Nuipea, Hawaii	23.32	186.56	
23	Iokia, Nuipea, Hawaii	13.48	134.80	
23	P. Ros, Nuipea, Hawaii	27.20	272.00	
23	D. Kaula, Nuipea, Hawaii	25.05	250.50	
23	N. Lonohiwa, Nuipea, Hawaii	44.05	440.50	
26	J. Francisco, Kaapahu, Hawaii	16.50	165.00	
Sept. 1	H. N. Baker, Nuipea, Hawaii	40.58	405.80	
Oct. 1	W. Kaanaana, Puukapu, Hawaii	16.52	41.30	
1	N. Papa (w), Puukapu, Hawaii	16.54	41.35	
1	C. Luiki, Puukapu, Hawaii	20.69	51.72	
1	J. Kauwe, Puukapu, Hawaii	19.42	48.57	
1	Kahoobanohano, Puukapu, Hawaii	16.81	42.02	
1	Lahela Duncan, Puukapu, Hawaii	19.45	48.62	
1	Betuela, Puukapu, Hawaii	19.44	48.60	
1	W. Campbell, jr., Puukapu, Hawaii	19.47	48.70	
19	G. Jonassen, Nuipea, Hawaii	70.91	709.10	Assigned to Otto Madeiros. Canceled.
Nov. 4	M. Caletano, Awini, Hawaii	102.10	.....

Right of purchase leases—Continued.

SECOND LAND DISTRICT—Continued.

Date.	Name and location.	Area.	Value.	Remarks.
		<i>Acres.</i>		
1897. Dec. 8	Lucy Hie, Puukapu, Hawaii	16.98	\$42.45	
11	Kaona Nuipea, Hawaii.....	43.44	434.40	
1898. Mar. 21	Joe de Frias, Nuipea, Hawaii.....	31.09	248.78	
81	A. Martinez, Ahualoa, Hawaii.....	13.30	133.00	Assigned to J. G. Lorence
1897. Mar. 31	J. G. Andrade, Ahualoa, Hawaii.....	11.80	118.00	
81	J. Correia, Ahualoa, Hawaii	15.21	152.10	
1898. May 7	F. Florenza, Nuipea, Hawaii	57.53	460.24	Assigned to Ant. Simas; signed to Eugene Horn
7	J. de V. Cordoza, Nuipea, Hawaii	66.34	663.40	Assigned to A. Simas, jr.
9	M. S. Jardin, Nuipea, Hawaii	23.50	228.00	
1897. June 1	M. Gonsalves, Nuipea, Hawaii.....	44.48	355.84	

Right of purchase leases issued or granted from July 8, 1898, to September, 1899, for lands in the second district can be seen on page 16, pamphlet on land transactions, republic of Hawaii. No new leases were issued since September 30, 1899.

THIRD LAND DISTRICT.

Date.	Name and location.	Area.	Value.	Remarks.
		<i>Acres.</i>		
1896. Nov. 19	K. Kinimaka, Kealakehe, Hawaii.....	13.10	\$39.30	
80	H. T. Mills, Kalamakowali, Hawaii	57.00	484.50	
28	C. K. Maguire, Kaulana, Hawaii	16.99	59.46	
1897. Feb. 15	M. A. Muller, Hamanamana, Hawaii.....	19.05	95.25	
Apr. 8	Namakalele, Olelomoana, Hawaii	35.90	215.40	
8	Namiliimi, Olelomoana, Hawaii.....	25.20	126.00	
14	L. W. Kuahiwinui, Olelomoana, Hawaii...	97.30	389.20	
14	Kaholoko, Olelomoana, Hawaii.....	70.20	210.60	
Nov. 20	S. Leffter, Waiaha, Hawaii	55.00	165.00	
Dec. 7	Akina (w.), Kaulana, Hawaii	39.14	39.14	
1898. Apr. 18	H. Komomua, Kaulana, Hawaii.....	18.05	63.17	
18	M. Komomua (w.), Kaulana, Hawaii	20.49	61.47	
1899. Feb. 1	E. Kalua, Kukulopae, Hawaii.....	18.00	54.09	
1	L. Ahuna, Kukulopae, Hawaii	29.08	98.87	

No new leases were issued since September 30, 1899.

FOURTH LAND DISTRICT.

Date.	Name and location.	Area.	Value.	Remarks.
		<i>Acres.</i>		
1896. Sept. 1	G. S. Garnett, Kaupo, Maui.....	100.00	\$300.00	
1897. Jan. 18	H. W. Chamberlain, Wailuanui	92.46	416.07	Assigned one-half into to J. Hamilton.
18	M. Mareira, Kula Maui	5.57	38.99	Paid in full.
Feb. 27	A. Fernandez, Kula, Maui.....	18.15	72.60	
27	J. Coelho, Kula, Maui.....	20.21	.....	Canceled.
27	M. De Costa, Kula, Maui.....	14.15	65.60	
Mar. 12	J. Dertilheiro, Kula, Maui	10.91	54.55	
12	K. Poepoe, Kula, Maui	19.90	79.60	
12	F. D'Aruda, Kula, Maui.....	9.02	63.14	
27	M. J. Coelho, Kula, Maui.....	21.04	.....	Do.

Right of purchase leases—Continued.

FOURTH LAND DISTRICT—Continued.

Date.	Name and location.	Area.	Value.	Remarks.
		Acres.		
Apr 15	K. Nahuna, Pulehu, Maui.....	13.91	\$69.55	
15	Pialii, Waiakoa, Maui.....	11.43	45.72	
May 7	A. Ah Sin, Waiakoa, Maui.....	17.12	51.36	
1	K. W. Yin, Waiakoa, Maui.....	18.12	54.36	
Sept 3	J. K. Nailima, Kahakuloa, Maui.....		107.35	Kula land, 67 acres; taro land, 2,980 square feet.
13	D. K. Napuunoo, Kahakuloa, Maui.....	275.00	343.75	
13	Kailipelenuli, Kahakuloa, Maui.....	44.34	101.20	
13	L. K. Kekona, Kahakuloa, Maui.....		134.80	Kula, 73 acres; taro land, 11,000 square feet.
13	Lily K. Ahfoon, Kahakuloa, Maui.....		321.60	Kula, 265.9 acres; taro land, 28,420 square feet.
13	P. Kalawaiannui, Kahakuloa, Maui.....	84.00	126.00	
17	H. Hoewaa, Kahakuloa, Maui.....	287.38		Canceled.
1	J. De Ponte, Waiakoa, Maui.....	21.04	63.12	
1	M. De Ras, Waiakoa, Maui.....	20.21	60.63	
1	S. Fukuda, Nahiku, Maui.....	121.23	394.00	
1	W. L. Hardy, Nahiku, Maui.....	151.72	455.19	
1	W. E. Shaw, Nahiku, Maui.....	110.76	359.97	
1	John Kapu, Nahiku, Maui.....	89.60	291.20	
1	F. Torres, Nahiku, Maui.....	108.41	379.43	
1	J. J. Drummond, Nahiku, Maui.....	116.00	377.00	Assigned to R. A. Drummond.
1	V. J. Alencastre, Nahiku, Maui.....	102.20	357.70	
1	J. Cabral, Nahiku, Maui.....	103.00	412.00	
1	M. Cabral, Nahiku, Maui.....	68.70	206.10	
1	N. E. Lemmon, Nahiku, Maui.....	102.10	357.85	
1	E. dos Reis, Nahiku, Maui.....	96.00	336.00	
1	A. Tschofen, Nahiku, Maui.....	88.74	266.22	
1	J. M. Pires, Nahiku, Maui.....	68.45	239.58	
1	C. M. R. Mossman, Nahiku, Maui.....	102.90	308.70	
1	W. L. Mossman, Nahiku, Maui.....	77.90	77.90	
1	A. M. Pires, Nahiku, Maui.....	79.20	217.80	
1	M. R. Carreira, Nahiku, Maui.....	118.20	418.70	
1	F. Robelho, Nahiku, Maui.....	100.00	325.00	
1	J. d'Oliveira, Nahiku, Maui.....	105.20	289.80	
1	J. M. de Costa, Nahiku, Maui.....	101.78	279.89	
1	J. d'Estrella, Nahiku, Maui.....	90.13	247.85	
1	Peter Joseph, Nahiku, Maui.....	96.20	264.68	
1	A. Mendonca, Nahiku, Maui.....	101.23	253.07	
1	George White, Nahiku, Maui.....	103.20	103.20	
May 1	J. S. Garnett, Kaupo, Maui.....	90.44	271.32	
1	Pupule, Kahakuloa, Maui.....	287.38	396.90	

No new leases were issued since September 30, 1899.

Right of purchase leases issued for public lands in the fifth land district can be seen on page 16, pamphlet on land transactions, Republic of Hawaii. None were issued prior to the dates therein mentioned.

Since September 30, 1899, no new leases were issued.

SPECIAL AGREEMENTS ON TIME PAYMENTS.

Date.	Name and location.	Area.	Value.	Remarks.
		Acres.		
4	D. B. Murdock, Kaupo, Maui.....	75.10	\$225.30	Paid in full.
4	E. E. Paxton, Kaupo, Maui.....	110.27	330.80	Do.
4	T. J. Leary, Kaupo, Maui.....	54.92	164.75	Assigned to W. M. Graham; assigned to E. E. Paxton; paid in full.
4	C. J. Falk, Kamaili, Hawaii.....	150.00	450.00	Assigned to S. G. Wilder; paid in full.
4	H. Rycroft, Kamaili, Hawaii.....	50.00	150.00	Paid in full.
4	M. Rycroft, Kamaili, Hawaii.....	50.00	150.00	Do.
4	C. L. Wight, Kamaili, Hawaii.....	150.00	450.00	Do.
4	A. W. Carter, Kamaili, Hawaii.....	150.00	450.00	Do.
13	G. K. Wilder et al., Ponahawai, Hawaii..	288.00	1,152.00	Assigned to Ponahawai Coffee Company; paid in full.
1	H. Wilgeroth, Waiala, Hawaii.....	43.80	570.00	Paid in full.
1	Alice P. Beard, Waiala, Hawaii.....	38.00	2,020.00	Do.
1	W. H. Cornwell, Kaupo, Maui.....	38.00		Forfeited.
1	H. R. Hitchcock, Olaa, Hawaii.....	50.05	371.35	Paid in full.

Right of purchase leases—Continued.

SPECIAL AGREEMENTS ON TIME PAYMENTS—Continued.

Date.	Name and location.	Area.	Value.	Remarks.
1897.		Acres.		
Jan. 15	Dr. E. Beatty, Olaa, Hawaii	100.00	\$600.00	Assigned to F. C. Le Blo jr.; paid in full.
Feb. 6	H. A. Swift, Ahualoa, Hawaii	18.24	283.00	Paid in full. Do.
6	G. P. Wilder, Paaulo, Hawaii	75.16	939.50	
6	Jas. A. Wilder, Paaulo, Hawaii	86.17	361.70	
6	L. A. Andrews, Paaulo, Hawaii	72.00	720.00	Paid in full.
6	A. L. Louisson, Paaulo, Hawaii	81.04	830.00	
6	D. H. Davis, Paaulo, Hawaii	74.63	932.87	
6	W. Foster, Paaulo, Hawaii	73.04	1,175.00	Assigned to C. Bolte; p in full.
6	D. Conway, Paaulo, Hawaii	26.00	480.00	
6	E. Horner, Paaulo, Hawaii	30.00	375.00	Paid in full. Do. Do.
July 7	H. Wilgeroth, Waiaha, Hawaii	43.00	505.00	
7	J. Cooper et al., Waiaha, Hawaii	39.50	725.00	
May 20	R. K. Baptiste, Kaiwika, Hawaii	19.43	155.44	Do. Do.
20	J. Lebedorff, Olaa, Hawaii	100.00	600.00	
July 24	J. Kama, Kupahua, Hawaii	24.00	72.00	
24	F. W. Thrum, Kupahua, Hawaii	96.90	1,025.00	Do. Do.
24	G. E. Thrum, Kupahua, Hawaii	99.20	2,850.00	
24	A. V. Clagahan, Kamaili, Hawaii	89.50	492.25	
24	D. W. K. Waiwai, Kupahua, Hawaii	28.00	42.00	Do. Do.
May 20	C. Baddaky, Kaiwika, Hawaii	20.73	165.84	
20	Peter McRae, Kaiwika, Hawaii	21.25	170.00	
20	F. M. Wakefield, Kaiwika, Hawaii	29.80	238.40	Assigned to Peter McRe Assigned to E. A. Fraser; signed to J. S. Murray; al.; paid in full.
20	G. F. Alfonso, Kaiwika, Hawaii	25.14	201.12	
20	R. B. Williams, Kaiwika, Hawaii	36.20	290.24	
20	E. D. Sparrow, Kaiwika, Hawaii	23.40	187.20	Assigned one-half to W Bodenhurst; paid in f Paid in full.
Sept. 11	J. Williams, Awini, Hawaii	20.10	100.50	
11	J. S. Murray, Awini, Hawaii	44.70	225.00	
11	J. N. Bell, Awini, Hawaii	104.20	659.00	Assigned to G. Osborne. Paid in full.
11	C. E. Moore, Awini, Hawaii	96.50	482.50	
11	A. V. Gear, Awini, Hawaii	127.10	687.00	
11	C. A. Peterson, Awini, Hawaii	106.00	425.40	Assigned to G. Osborne. Paid in full.
Dec. 9	R. Ivers, Niupea, Hawaii	95.44	774.40	
May 20	F. T. Smith, Olaa, Hawaii	136.20	262.20	
Sept. 20	Kahoocholo (w.), Kupahua, Hawaii	102.00	153.00	Assigned to W. F. Mossn Paid in full.
20	J. K. Waiwai, Kupahua, Hawaii	117.00	175.50	
Dec. 6	E. C. Mossman, Nahiku, Maui	102.50	475.00	
6	J. H. Nishwitz, Nahiku, Maui	108.75	700.00	Do. Do. Do.
6	E. H. Bailey, Nahiku, Maui	100.00	500.25	
6	S. E. Kalama, Nahiku, Maui	98.00	367.50	
6	A. M. Feltiera, Nahiku, Maui	100.00	400.00	Do. Do.
6	W. O. Aiken, Nahiku, Maui	100.00	425.00	
6	A. Hocking, Nahiku, Maui	100.00	675.00	
Nov. 15	J. de Mello, Awini, Hawaii	57.80	229.20	Do.
15	A. C. de Souza, Awini, Hawaii	34.50	139.00	
Dec. 6	J. P. Aiken, Nahiku, Maui	84.67	325.00	
6	D. C. Lindsay, Nahiku, Maui	103.75	337.20	Do.
6	Emma S. Pogue, Nahiku, Maui	144.00	396.00	
6	W. H. King, Nahiku, Maui	102.90	308.70	
6	W. Goodness, Nahiku, Maui	100.90	335.00	Do. Assigned to J. M. Lee; p in full.
Oct. 16	Mrs. de la Nux, Niupea, Hawaii	107.20	1,072.00	
Sept. 4	S. Desha, Kamaili, Hawaii	30.00	165.00	
Oct. 16	G. R. Carter, Kamaili, Hawaii	66.40	332.00	Do. Assigned to J. M. Lee; p in full.
Nov. 20	H. C. Austin, Olaa, Hawaii	32.00	346.00	
1898.				
Feb. 5	C. J. Fisher, Olaa, Hawaii	100.00	600.00	
1897.				
Nov. 20	P. Carty, Kaohc, Hawaii	80.05	563.50	
20	O. Omsted, Olaa, Hawaii	20.48	570.00	
1898.				
Feb. 5	Dr. L. S. Thomson, Kahuku, Hawaii	19.85	265.00	Paid in full
1897.				
Nov. 20	E. Omsted Olaa, Hawaii	37.50	702.00	
1898.				
Feb. 28	Mary T. Hyde, Kaimu, Hawaii	76.39	267.05	Do. Do.
28	Max Coleman, Maulua, Hawaii	71.07	1,075.50	
28	A. C. Palfrey, Maulua, Hawaii	74.60	1,119.00	
June 1	E. P. Low, Puuanahulu, Hawaii	116.10	290.25	
Feb. 28	S. Kalawela, Kaimu, Hawaii	85.80	340.00	
28	Kaanaana, Kaimu, Hawaii	21.00	84.00	

Right of purchase leases—Continued.

SPECIAL AGREEMENTS ON TIME PAYMENTS—Continued.

Date.	Name and location.	Area.	Value.	Remarks.
		Acres.		
1898	K. L. Kahauli Kaimu, Hawaii	104.70	\$366.45	
1898	Mele (w), Kaimu, Hawaii	20.50	82.00	
1898	Lokalia (w), Kaimu, Hawaii.....	21.50	86.00	
1898	Elepili, Kaimu, Hawaii	22.70	90.80	
1898	J. V. Jakins, Waikamalu, Hawaii	73.16	4,200.00	

Special agreement sales on time payment issued between July 7, 1898, and September 30, 1899, can be seen on pages 12 and 14, inclusive. Pamphlet on land transactions republic of Hawaii.

Those issued after the passage of the organic act are as follows: August 1, 1900, J. D. Dole, Wahiawa, Oahu, 61 acres, \$4,000; September 20, 1900, Olaa sales on special agreements, see pages 29 to 30, inclusive, of this office's report for 1900.

CERTIFICATE OF OCCUPATION.

[Homestead lease system—nine hundred and ninety-nine year homestead law.]

Date.	Name and location.	Area.	Fees.	Remarks.
		Acres.		
1897	J. W. Kapololu, Waimanu, Hawaii	8.40	\$2.00	
1897	L. Kauli, Paauilo, Hawaii	5.40	2.00	
1897	H. Kui, Paauilo, Hawaii.....	6.40	2.00	
1897	Kaanaana, Paauilo, Hawaii.....	6.40	2.00	
1897	Kanaloa, Paauilo, Hawaii.....	4.35	2.00	
1897	M. J. Pacheco, Paauilo, Hawaii.....	4.75	2.00	
1897	J. dos Santos, Paauilo, Hawaii	4.60	2.00	
1897	K. Kaleopaa, Paauilo, Hawaii.....	3.30	2.00	
1897	Koko, Paauilo, Hawaii.....	3.70	2.00	
1898	D. H. Kanahu, Haleohiu, Hawaii.....	8.00	2.00	Surrendered.
1898	N. K. Maewa, Haleohiu, Hawaii.....	8.20	2.00	
1898	S. Mahuluae, Haleohiu, Hawaii.....	8.00	2.00	
1898	L. Burgess, Haleohiu, Hawaii.....	8.00	2.00	
1898	S. K. Kupihe, Haleohiu, Hawaii.....	8.20	2.00	
1898	Liawahine, Haleohiu, Hawaii.....	8.00	2.00	Do.
1898	Kaahalama, Haleohiu, Hawaii.....	8.12	2.00	
1898	Makahi, Haleohiu, Hawaii.....	10.00	2.00	
1898	J. Lovell, jr., Haleohiu, Hawaii.....	10.78	2.00	
1898	Napahuelua, Haleohiu, Hawaii.....	8.05	2.00	
1898	Holokahiki, Ooma, Hawaii.....	43.33	2.00	
1897	M. Kahaikupuna, Puuanahulu.....	33.60	2.00	
1897	J. Purdy, Puuanahulu	7.34	2.00	
1897	J. Stevens, Puuanahulu	17.20	2.00	
1897	J. Kahaikupuna, Puuanahulu	19.20	2.00	
1897	D. Kahaikupuna, Puuanahulu.....	16.20	2.00	
1897	J. Alapai, Puuanahulu.....	18.22	2.00	
1897	K. Alapai, Puuanahulu	16.10	2.00	
1897	Eluwene, Puuanahulu.....	15.80	2.00	
1897	Kulilili, Puuanahulu	14.00	2.00	
1897	K. Puhī, Puuanahulu.....	14.00	2.00	
1897	Kaililiwa, Puuanahulu	14.10	2.00	
1897	Kahala et al, Puuanahulu.....	7.00	2.00	
1897	Mahoe (w), Puuanahulu	33.34	2.00	
1897	K. Kahaikupuna, Puuanahulu	38.80	2.00	
1897	Kinihaa (w), Puuanahulu.....	14.40	2.00	
1897	Kukulahu, Puuanahulu	15.50	2.00	
1897	Kanui (w), Puuanahulu.....	19.20	2.00	
1897	Mrs K. Lima, Puuanahulu.....	24.10	2.00	
1897	S. Purdy, Puuanahulu.....	7.70	2.00	
1897	C. A. Lazaro, Haleohiu, Hawaii.....	8.00	2.00	
1897	Hanakomua, Ulanalana, Hawaii.....	18.50	2.00	
1897	J. Kainuku, Ooma, Hawaii	45.44	2.00	
1897	J. K. Kaiwiae, Kaupo, Maui	8.00	2.00	
1897	E. K. Kalalomi, Kaupo, Maui	9.50	2.00	
1897	J. P. Keaupuni, Kaupo, Maui.....	6.00	2.00	
1897	W. Kaiwiae, Kaupo, Maui.....	8.00	2.00	

Right of purchase leases—Continued.

CERTIFICATE OF OCCUPATION—Continued.

Date.	Name and location.	Area.	Fees.	Remarks.
		<i>Acres.</i>		
1897.				
Sept. 13	K. Ekekela, Kahakuloa, Maui.....	60.88	\$2.00	
13	W. Keahi, Kahakuloa, Maui.....	5.00	2.00	
13	H. Kauhaahaa, Kahakuloa, Maui.....	7.00	2.00	
13	S. Kalae, Kahakuloa, Maui.....	47.98	2.00	
Oct. 1	E. Aalono, Kahakuloa, Maui.....	60.59	2.00	
1	S. Mahiai, Kahakuloa, Maui.....	60.72	2.00	
1	Rose Kaluna, Kahakuloa, Maui.....	18.59	2.00	
1	J. Koa, Kahakuloa, Maui.....	83.32	2.00	
Dec. 1	A. Kapu, Nahiku, Maui.....	8.00	2.00	
1	Mrs. K. Apana, Nahiku, Maui.....	8.00	2.00	
1	Kekeleleiki, Nahiku, Maui.....	10.22	2.00	
1	Maalaea, Nahiku, Maui.....	8.00	2.00	
1	Kahookele, Nahiku, Maui.....	15.05	2.00	
1	Kanihou, Nahiku, Maui.....	15.85	2.00	
1	S. Wehiwehi, Kahakuloa, Maui.....	14.00	2.00	
1898.				
May 24	Kuhele-loa, Kaupo, Maui.....	8.00	2.00	
24	S. Luaikai, Kaupo, Maui.....	8.00	2.00	
1896.				
May 5	J. E. Kahoa, Pouhala, Oahu.....	2.79	2.00	Forfeited.
5	B. K. Smith, Pouhala, Oahu.....	1.64	2.00	
5	Kalama, Pouhala, Oahu.....	2.23	2.00	
5	G. W. Nawaakoa, Pouhala, Oahu.....	2.50	2.00	
5	Pohe (w.), Pouhala, Oahu.....	2.72	2.00	Surrendered.
5	V. Paele, Pouhala, Oahu.....	3.02	2.00	Do.
5	K. Haalilio, Pouhala, Oahu.....	2.79	2.00	Forfeited.
5	Kaluai, Pouhala, Oahu.....	2.94	2.00	
5	Naomi (w.), Pouhala, Oahu.....	1.73	2.00	Surrendered.
29	C. H. Maemae, Pouhala, Oahu.....	3.44	2.00	
1897.				
Mar. 8	R. Waolele (w.), Pouhala, Oahu.....	2.72	2.00	
10	Pohe (w.), Pouhala, Oahu.....	3.02	2.00	
Dec. 1	Mahoe (w.), Pouhala, Oahu.....	3.22	2.00	
14	Napahuelua, Pouhala, Oahu.....	1.73	2.00	

Certificate of occupation on the nine hundred and ninety-nine year home lease system issued between July 8, 1898, and September 30, 1899, can be see pages 17, 18, and 19, inclusive—pamphlet on land transactions, Republic of Ha (The pamphlet referred to is marked “Exhibit 5,” herewith.)

RENT ROLL—GENERAL LEASES.

Date.	Lessee and location.	Area.	Annual rental.	Expires.	Remarks.
		<i>Acres.</i>			
Aug. 1, 1851	Jas. I. Dowsett, Ahupuaa of Lualualei, Waianae, Oahu.	16,980	\$700.00	Aug. 1, 1901	Original lessee, Jarrett; term, 50 years.
Sept. 1, 1851	Oahu R. & L. Co., Ahupuaa of Waialeale, Oahu.	733½	150.00	Sept. 1, 1901	Original lessee, 1 ft; term, 50 years.
Jan. 1, 1852	G. W. Macfarlane, Waimea, S. Kohala, Hawaii.	.....	169.75	Jan. 1, 1902	Term, 50 years.
Feb. 27, 1852	Oahu R. & L. Co., Ahupuaa of Paumalu, Oahu.	2,010	150.00	Feb. 27, 1902	Original lessee, 1 ft, term, 50 years.
Do.....	Oahu R. & L. Co., Ahupuaa of Pupukea, Oahu.	2,353	150.00	.....do.....	Do.
July 1, 1852	Oahu R. & L. Co., lots 2 and 8, inclusive, Waialeale, Oahu.	8,464	25.00	July 1, 1902	Do.
Nov. 15, 1853	Estate of J. P. Parker, Momoouloa Waimea, Hawaii.	317	64.00	Nov. 15, 1913	Original lessee & Louzada; term, 50 years.
June 1, 1854	W. C. Lane, Ahupuaa of Hauula, Oahu.	1,576	200.00	June 1, 1904	Term, 50 years.
July 24, 1854	D. P. Kellett, Hanalei, Kauai.	117½	29.00	July 24, 1904	Original lessee, 1 ft; term, 50 years.
Feb. 15, 1859	Estate of D. McBryde, Ahupuaa of Kalaheo, Kauai.	4,045	300.00	Feb. 15, 1909	Term, 50 years.
July 1, 1863	Wailuku Sugar Co., Kukui-puka, Maui.	.....	100.00	July 1, 1913	Original lessee, Lewers; term, 50 years.

Right of purchase leases—Continued.

RENT ROLL—GENERAL LEASES—Continued.

Date.	Lessee and location.	Area.	Annual rental.	Expires.	Remarks.
		<i>Acres.</i>			
Mar. 1, 1876	Wailuka Sugar Co., Kaha-kuloo, Kaanapali, Maui.	10,528	\$300.00	Jan. 1, 1896	Extended 1 year; term, 20 years.
Mar. 1, 1877	Estate of J. P. Parker, Punakapu, Waimea, Hawaii.	.....	1,334.00	July 1, 1913	Term, 30 years.
Feb. 20, 1877	O. T. Shipman, Apua, Puna, Hawaii.	9,420	30.00	Feb. 26, 1902	Term, 25 years.
May 1, 1877	H. B. Jackson, Kaauhuhu, N. Kohala, Hawaii.	1,787	250.00	May 1, 1897	Extended 1 year; term, 20 years.
Do.....	Makee Sugar Co., Ahupuaas of Kapaa and Anahola, Kauai.	6,287	600.00	May 1, 1907	Term, 30 years.
May 1, 1878	S. Parker, Waimea, S. Kohala, Hawaii.	41,600	798.00	July 1, 1913	Do.
Do.....	Olowalu Plantation Co., Ahupuaa of Olowalu and part of Ukumehame.	.....	700.00	July 1, 1898	Extended 10 years; term, 20 years.
Do.....	Hawaii Commercial and Sugar Co., Honomanu, Maui.	3,260	500.00	July 1, 1908	Original lessee, C. Spreckles; term, 30 years.
Mar. 27, 1887	Gay & Robinson, Hanapepe, Kauai.	.....	1,000.00	Dec. 27, 1917	Original lessee, Mrs. Sinclair; term, 30 years.
Mar. 1, 1876	Estate of J. P. Parker, Honokaa, Hawaii.	5,186	305.00	July 1, 1913	Extended 4 years; term, 30 years.
Mar. 15, 1878	Hakalau Plantation Co., Hakalau-iki, Hilo, Hawaii.	3,260	500.00	Oct. 15, 1908	Original lessee, C. Spreckles; term, 30 years.
July 1, 1879	Waianae Sugar Co., Waianae-kai, Oahu.	6,143	1,200.00	July 1, 1909	Original lessee, H. A. Widemann; term, 30 years.
Mar. 15, 1880	Reciprocity Sugar Co., Waiohinu in Hana, Maui.	870.27	200.00	Jan. 15, 1900	Original lessee, C. K. Kakani; term, 20 years.
Mar. 14, 1882	Leilehua Ranch, Oahu, Aiea, Ewa, Oahu.	1,175	250.00	Jan. 14, 1912	Original lessee, H. E. Whitney; term, 30 years.
Mar. 10, 1880	G. W. Macfarlane, Holuikawai, Hamakua, Hawaii.	1,085½	62.25	Jan. 10, 1909	Original lessee, Ed. Sparke; term, 50 years.
Mar. 14, 1882	Leilehua Ranch, Oahu, Waianaeuka, Oahu.	15,578	500.00	Jan. 14, 1912	Original lessee, H. E. Whitney; term, 30 years.
Mar. 25, 1882	Leilehua Ranch, Nanakuli, Oahu.	3,421	570.00	Feb. 28, 1912	Term, 30 years.
Mar. 21, 1880	Samuel Andrews, Kuokala, Waialua.	1,806½	150.00	Dec. 21, 1910	Original lessee, P. Larkins; term, 50 years.
Mar. 1, 1882	Pomaikalani, Kauamoa & Piliamoo, Waikiki, Puuhia, Manoa.	.....	220.00	July 1, 1912	Term, 30 years.
Mar. 1, 1883	Liliuokalani, part of Kaneohe Waikiki and fishery.	15.70	30.00	Feb. 1, 1903	All portion west of stream; term, 20 years.
Mar. 6, 1876	Humuula Steamship Co., Ahupuaa of Humuula in Hilo.	.....	1,000.00	Mar. 6, 1906	Original lessee, J. W. Gay; term, 25 years.
Mar. 15, 1883	J. P. Mendonca, Kaneohe, Koolaupoko, Oahu.	815½	200.00	Oct. 15, 1913	Original lessee, Nannie R. Brewer; term, 30 years.
Mar. 1, 1884	G. Asang, Ahupuaa of Pololu, N. Kohala, Hawaii.	1,343	600.00	July 1, 1904	Original lessees, Aseu & Akina; term, 20 years.
Mar. 5, 1886	Lau Sing, Waikiki, Oahu...	1.46	60.00	Mar. 5, 1900	Renewed 15 years.
Mar. 28, 1886	Pioneer Mill, Wainee, Kuhua 1 and 2, Puehuehu, Waianae 1 and 2, and Polapola, Lahaina, and all taro land in Honokawai.	.....	713.00	July 28, 1896	Extended; term, 10 years.
Mar. 1, 1886	Princeville Plantation Co., Puupehu, Hanalei, Kauai.	884	300.00	Jan. 1, 1906	Term, 20 years.
Mar. 1, 1886	S. Parker, Kalopa, Hamakua, Hawaii.	6,600	1,083.00	July 1, 1913	Term, 27 years.
Mar. 11, 1878	Trustees Anglican Church, Waiohinu, Kau, Hawaii.	3½	1.00	Mar. 11, 1901	Term, 25 years.
Mar. 31, 1897	Chin Wo & Co., fish pond of Kuwiliwili, Leleu.	.....	275.00	Mar. 31, 1898	Term, 10 years.
Mar. 1, 1887	Hawaii Agricultural Co., Ahupuaa of Kapapala, Kau, Hawaii.	172,780	1,200.00	July 1, 1907	Term, 20 years.

a Expired.

Right of purchase leases—Continued.

CERTIFICATE OF OCCUPATION—Continued.

Date.	Name and location.	Area.	Fees.	Remarks.
		<i>Acres.</i>		
1897.				
Sept. 13	K. Ekekela, Kahakuloa, Maui.....	60.88	\$2.00	
13	W. Keahi, Kahakuloa, Maui.....	5.00	2.00	
13	H. Kauhaahaa, Kahakuloa, Maui.....	7.00	2.00	
13	S. Kalae, Kahakuloa, Maui.....	47.98	2.00	
Oct. 1	E. Aalono, Kahakuloa, Maui.....	60.59	2.00	
1	S. Mahiai, Kahakuloa, Maui.....	60.72	2.00	
1	Rose Kaluna, Kahakuloa, Maui.....	18.59	2.00	
1	J. Koa, Kahakuloa, Maui... ..	83.32	2.00	
Dec. 1	A. Kapu, Nahiku, Maui.....	8.00	2.00	
1	Mrs. K. Apana, Nahiku, Maui.....	8.00	2.00	
1	Kekeleleiki, Nahiku, Maui.....	10.22	2.00	
1	Maalaea, Nahiku, Maui.....	8.00	2.00	
1	Kahookele, Nahiku, Maui.....	15.05	2.00	
1	Kanihou, Nahiku, Maui.....	15.85	2.00	
1	S. Wehiwehi, Kahakuloa, Maui.....	14.00	2.00	
1898.				
May 24	Kuhele-loa, Kaupo, Maui.....	8.00	2.00	
24	S. Luaikai, Kaupo, Maui.....	8.00	2.00	
1896.				
May 5	J. E. Kahoa, Pouhala, Oahu.....	2.79	2.00	Forfeited.
5	B. K. Smith, Pouhala, Oahu.....	1.64	2.00	
5	Kalama, Pouhala, Oahu.....	2.23	2.00	
5	G. W. Nawaakoa, Pouhala, Oahu.....	2.50	2.00	
5	Pohe (w.), Pouhala, Oahu.....	2.72	2.00	Surrendered.
5	V. Paele, Pouhala, Oahu.....	8.02	2.00	Do.
5	K. Haalilio, Pouhala, Oahu.....	2.79	2.00	Forfeited.
5	Kalual, Pouhala, Oahu.....	2.94	2.00	
5	Naomi (w.), Pouhala, Oahu.....	1.73	2.00	Surrendered.
29	C. H. Maemae, Pouhala, Oahu.....	3.44	2.00	
1897.				
Mar. 8	R. Waolele (w.), Pouhala, Oahou.....	2.72	2.00	
10	Pohe (w.), Pouhala, Oahu.....	3.02	2.00	
Dec. 1	Mahoe (w.), Pouhala, Oahu.....	3.22	2.00	
14	Napahuelua, Pouhala, Oahu.....	1.73	2.00	

Certificate of occupation on the nine hundred and ninety-nine year homestead lease system issued between July 8, 1898, and September 30, 1899, can be seen pages 17, 18, and 19, inclusive—pamphlet on land transactions, Republic of Hawaii (The pamphlet referred to is marked “Exhibit 5,” herewith.)

RENT ROLL—GENERAL LEASES.

Date.	Lessee and location.	Area.	Annual rental.	Expires.	Remarks.
		<i>Acres.</i>			
Aug. 1, 1851	Jas. I. Dowsett, Ahupuaa of Lualualei, Waianae, Oahu.	16,980	\$700.00	Aug. 1, 1901	Original lessee, W. Jarrett; term, 50 years.
Sept. 1, 1851	Oahu R. & L. Co., Ahupuaa of Waialeale, Oahu.	733½	150.00	Sept. 1, 1901	Original lessee, R. M. Pitt; term, 50 years.
Jan. 1, 1852	G. W. Macfarlane, Waimea, S. Kohala, Hawaii.	.....	169.75	Jan. 1, 1902	Term, 50 years.
Feb. 27, 1852	Oahu R. & L. Co., Ahupuaa of Paumalu, Oahu.	2,010	150.00	Feb. 27, 1902	Original lessee, R. M. Pitt; term, 50 years.
Do.....	Oahu R. & L. Co., Ahupuaa of Pupukea, Oahu.	2,353	150.00	.....do.....	Do.
July 1, 1852	Oahu R. & L. Co., lots 2 and 8, inclusive, Waialeale, Oahu.	8,464	25.00	July 1, 1902	Do.
Nov. 15, 1853	Estate of J. P. Parker, Momoouloa Waimea, Hawaii.	317	64.00	Nov. 15, 1913	Original lessee, M. & Louzada; term, 50 years.
June 1, 1854	W. C. Lane, Ahupuaa of Hauula, Oahu.	1,576	200.00	June 1, 1904	Term, 50 years.
July 24, 1854	D. P. Kellett, Hanalei, Kauai.	117½	29.00	July 24, 1904	Original lessee, J. Kellett; term, 50 years.
Feb. 15, 1859	Estate of D. McBryde, Ahupuaa of Kalaheo, Kauai.	4,045	300.00	Feb. 15, 1909	Term, 50 years.
July 1, 1863	Wailuku Sugar Co., Kukui-puka, Maui.	.....	100.00	July 1, 1913	Original lessee, C. Lewers; term, 50 years.

Right of purchase leases—Continued.

RENT ROLL—GENERAL LEASES—Continued.

Date.	Lessee and location.	Area.	Annual rental.	Expires.	Remarks.
		<i>Acres.</i>			
Jan. 1, 1876	Wailuka Sugar Co., Kaha-kuloa, Kaanapali, Maui.	10,523	\$300.00	Jan. 1, 1896	Extended 1 year; term, 20 years.
Jan. 1, 1877	Estate of J. P. Parker, Puu-kapu, Waimea, Hawaii.	.....	1,334.00	July 1, 1913	Term, 30 years.
Feb. 25, 1877	O. T. Shipman, Apua, Puna, Hawaii.	9,420	30.00	Feb. 26, 1902	Term, 25 years.
May 1, 1877	H. B. Jackson, Kaauhuhu, N. Kohala, Hawaii.	1,737	250.00	May 1, 1897	Extended 1 year; term, 20 years.
Do.....	Makee Sugar Co., Ahupuaas of Kapaa and Anahola, Kauai.	6,237	600.00	May 1, 1907	Term, 30 years.
July 1, 1878	S. Parker, Waimea, S. Kohala, Hawaii.	41,600	793.00	July 1, 1913	Do.
Do.....	Olowalu Plantation Co., Ahupuaa of Olowalu and part of Ukumehame.	.....	700.00	July 1, 1898	Extended 10 years; term, 20 years.
Do.....	Hawaii Commercial and Sugar Co., Honomanu, Maui.	3,260	500.00	July 1, 1908	Original lessee, C. Spreckles; term, 30 years.
Dec. 27, 1887	Gay & Robinson, Hanapepe, Kauai.	.....	1,000.00	Dec. 27, 1917	Original lessee, Mrs. Sinclair; term, 30 years.
Jan. 1, 1878	Estate of J. P. Parker, Honokaa, Hawaii.	5,186	305.00	July 1, 1913	Extended 4 years; term, 30 years.
Oct. 15, 1878	Hakalau Plantation Co., Hakalau-iki, Hilo, Hawaii.	3,260	500.00	Oct. 15, 1908	Original lessee, C. Spreckles; term, 30 years.
July 1, 1879	Waianae Sugar Co., Waianae-kai, Oahu.	6,143	1,200.00	July 1, 1909	Original lessee, H. A. Widemann; term, 30 years.
Jan. 15, 1880	Reciprocity Sugar Co., Waiohinu in Hana, Maui.	370.27	200.00	Jan. 15, 1900	Original lessee, C. K. Kakani; term, 20 years.
Jan. 14, 1882	Leilehua Ranch, Oahu, Aiea, Ewa, Oahu.	1,175	250.00	Jan. 14, 1912	Original lessee, H. E. Whitney; term, 30 years.
Jan. 10, 1889	G. W. Macfarlane, Holuikawai, Hamakua, Hawaii.	1,035½	62.25	Jan. 10, 1909	Original lessee, Ed. Sparke; term, 50 years.
Jan. 14, 1882	Leilehua Ranch, Oahu, Waianaeuka, Oahu.	15,578	500.00	Jan. 14, 1912	Original lessee, H. E. Whitney; term, 30 years.
Feb. 28, 1882	Leilehua Ranch, Nanakuli, Oahu.	3,421	570.00	Feb. 28, 1912	Term, 30 years.
Dec. 21, 1860	Samuel Andrews, Knokala, Waialua.	1,896½	150.00	Dec. 21, 1910	Original lessee, P. Larkins; term, 50 years.
July 1, 1882	Pomaikalanani, Kuanamoa & Piliamoo, Waikiki, Puhia, Manoa.	.....	220.00	July 1, 1912	Term, 30 years.
Feb. 1, 1883	Liliuokalani, part of Kaneohe Waikiki and fishery.	15.70	30.00	Feb. 1, 1903	All portion west of stream; term, 20 years.
Mar. 6, 1876	Humuula Steamship Co., Ahupuaa of Humuula in Hilo.	.....	1,000.00	Mar. 6, 1906	Original lessee, J. W. Gay; term, 25 years.
Oct. 15, 1883	J. P. Mendonca, Kaneohe, Koolaupoko, Oahu.	815½	200.00	Oct. 15, 1913	Original lessee, Nannie R. Brewer; term, 30 years.
July 1, 1884	G. Asang, Ahupuaa of Pololu, N. Kohala, Hawaii.	1,343	600.00	July 1, 1904	Original lessees, Aseu & Akina; term, 20 years.
Mar. 5, 1885	Lau Sing, Waikiki, Oahu...	1.46	60.00	Mar. 5, 1900	Renewed 15 years.
July 28, 1886	Pioneer Mill, Wainee, Kuhua 1 and 2, Puehuehu, Waianae 1 and 2, and Polapola, Lahaina, and all taro land in Honokawai.	.....	713.00	July 28, 1896	Extended; term, 10 years.
Jan. 1, 1886	Princeville Plantation Co., Puupehu, Hanalei, Kauai.	884	300.00	Jan. 1, 1906	Term, 20 years.
July 1, 1886	S. Parker, Kalopa, Hamakua, Hawaii.	6,600	1,033.00	July 1, 1913	Term, 27 years.
Mar. 11, 1876	Trustees Anglican Church, Waiohinu, Kau, Hawaii.	3¼	1.00	Mar. 11, 1901	Term, 25 years.
Mar. 31, 1887	Chin Wo & Co., fish pond of Kuwiliwili, Leleao.	.....	275.00	Mar. 31, 1898	Term, 10 years.
July 1, 1887	Hawaii Agricultural Co., Ahupuaa of Kapapala, Kau, Hawaii.	172,780	1,200.00	July 1, 1907	Term, 20 years.

a Expired.

Right of purchase leases—Continued.

CERTIFICATE OF OCCUPATION—Continued.

Date.	Name and location.	Area.	Fees.	Remarks.
		<i>Acres.</i>		
1897.				
Sept. 13	K. Ekekela, Kahakuloa, Maui.....	60.88	\$2.00	
13	W. Keahi, Kahakuloa, Maui	5.00	2.00	
13	H. Kauhaahaa, Kahakuloa, Maui	7.00	2.00	
13	S. Kalae, Kahakuloa, Maui.....	47.98	2.00	
Oct. 1	E. Aalono, Kahakuloa, Maui	60.59	2.00	
1	S. Mahiai, Kahakuloa, Maui	60.72	2.00	
1	Rose Kaluna, Kahakuloa, Maui.....	18.59	2.00	
1	J. Koa, Kahakuloa, Maui... ..	83.32	2.00	
Dec. 1	A. Kapu, Nahiku, Maui	8.00	2.00	
1	Mrs. K. Apana, Nahiku, Maui.....	8.00	2.00	
1	Kekeleleiki, Nahiku, Maui.....	10.22	2.00	
1	Maalaea, Nahiku, Maui	8.00	2.00	
1	Kahookele, Nahiku, Maui.....	15.05	2.00	
1	Kanihou, Nahiku, Maui.....	15.35	2.00	
1	S. Wehiwehi, Kahakuloa, Maui	14.00	2.00	
1898.				
May 24	Kuhele-loa, Kaupo, Maui	8.00	2.00	
24	S. Luaikai, Kaupo, Maui	8.00	2.00	
1896.				
May 5	J. E. Kahoa, Pouhala, Oahu	2.79	2.00	Forfeited.
5	B. K. Smith, Pouhala, Oahu.....	1.64	2.00	
5	Kalama, Pouhala, Oahu.....	2.23	2.00	
5	G. W. Nawaakoa, Pouhala, Oahu	2.50	2.00	
5	Pohe (w.), Pouhala, Oahu	2.72	2.00	Surrendered.
5	V. Paele, Pouhala, Oahu	3.02	2.00	Do.
5	K. Haalilio, Pouhala, Oahu	2.79	2.00	Forfeited.
5	Kaluai, Pouhala, Oahu.....	2.94	2.00	
5	Naomi (w.), Pouhala, Oahu.....	1.73	2.00	Surrendered.
29	C. H. Maemac, Pouhala, Oahu	3.44	2.00	
1897.				
Mar. 8	R. Waolele (w.), Pouhala, Oahu	2.72	2.00	
10	Pohe (w.), Pouhala, Oahu.....	3.02	2.00	
Dec. 1	Mahoe (w.), Pouhala, Oahu.....	3.22	2.00	
14	Napahuelua, Pouhala, Oahu	1.73	2.00	

Certificate of occupation on the nine hundred and ninety-nine year homes lease system issued between July 8, 1898, and September 30, 1899, can be seen on pages 17, 18, and 19, inclusive—pamphlet on land transactions, Republic of Hawaii. (The pamphlet referred to is marked “Exhibit 5,” herewith.)

RENT ROLL—GENERAL LEASES.

Date.	Lessee and location.	Area.	Annual rental.	Expires.	Remarks.
		<i>Acres.</i>			
Aug. 1, 1851	Jas. I. Dowsett, Ahupuaa of Lualualei, Waianae, Oahu.	16,980	\$700.00	Aug. 1, 1901	Original lessee, Jarrett; term 50 years.
Sept. 1, 1851	Oahu R. & L. Co., Ahupuaa of Waialeale, Oahu.	733½	150.00	Sept. 1, 1901	Original lessee, R. Jarrett; term, 50 years.
Jan. 1, 1852	G. W. Macfarlane, Waimea, S. Kohala, Hawaii.	.....	169.75	Jan. 1, 1902	Term, 50 years.
Feb. 27, 1852	Oahu R. & L. Co., Ahupuaa of Paumalu, Oahu.	2,010	150.00	Feb. 27, 1902	Original lessee, R. Jarrett; term, 50 years.
Do.....	Oahu R. & L. Co., Ahupuaa of Pupukea, Oahu.	2,353	150.00	.....do.....	Do.
July 1, 1852	Oahu R. & L. Co., lots 2 and 8, inclusive, Waialeale, Oahu.	8,464	25.00	July 1, 1902	Do.
Nov. 15, 1853	Estate of J. P. Parker, Momiouloa Waimea, Hawaii.	317	64.00	Nov. 15, 1913	Original lessee, J. Parker & Louzada; term 50 years.
June 1, 1854	W. C. Lane, Ahupuaa of Hauula, Oahu.	1,576	200.00	June 1, 1904	Term, 50 years.
July 24, 1854	D. P. Kellett, Hanalei, Kauai.	117½	29.00	July 24, 1904	Original lessee, J. Kellett; term, 50 years.
Feb. 15, 1859	Estate of D. McBryde, Ahupuaa of Kalaeo, Kauai.	4,045	300.00	Feb. 15, 1909	Term, 50 years.
July 1, 1863	Wailuku Sugar Co., Kukui-puka, Maui.	.....	100.00	July 1, 1913	Original lessee, C. Lewers; term 50 years.

Right of purchase leases—Continued.

RENT ROLL—GENERAL LEASES—Continued.

Date.	Lessee and location.	Area.	Annual rental.	Expires.	Remarks.
		<i>Acres.</i>			
1. 1876	Wailuka Sugar Co., Kaha-kulua, Kaanapali, Maui.	10,523	\$300.00	Jan. 1, 1896	Extended 1 year; term, 20 years.
1. 1877	Estate of J. P. Parker, Puu-kapu, Waimea, Hawaii.	.....	1,334.00	July 1, 1913	Term, 30 years.
5. 1877	O. T. Shipman, Apua, Puna, Hawaii.	9,420	30.00	Feb. 26, 1902	Term, 25 years.
1. 1877	H. B. Jackson, Kaanuhuhu, N. Kohala, Hawaii.	1,737	250.00	May 1, 1897	Extended 1 year; term, 20 years.
.....	Makee Sugar Co., Ahupuaas of Kapas and Anahola, Kauai.	6,237	600.00	May 1, 1907	Term, 30 years.
1. 1878	S. Parker, Waimea, S. Kohala, Hawaii.	41,600	793.00	July 1, 1913	Do.
.....	Olowalu Plantation Co., Ahupuaas of Olowalu and part of Ukumehame.	.....	700.00	July 1, 1898	Extended 10 years; term, 20 years.
.....	Hawaii Commercial and Sugar Co., Honomanu, Maui.	3,260	500.00	July 1, 1908	Original lessee, C. Spreckles; term, 30 years.
5. 1887	Gay & Robinson, Hanapepe, Kauai.	.....	1,000.00	Dec. 27, 1917	Original lessee, Mrs. Sinclair; term, 30 years.
1. 1878	Estate of J. P. Parker, Honokaa, Hawaii.	5,186	305.00	July 1, 1913	Extended 4 years; term, 30 years.
15. 1878	Hakalau Plantation Co., Hakalau-iki, Hilo, Hawaii.	3,260	500.00	Oct. 15, 1908	Original lessee, C. Spreckles; term, 30 years.
1. 1879	Waianae Sugar Co., Waianae-kai, Oahu.	6,143	1,200.00	July 1, 1909	Original lessee, H. A. Widemann; term, 30 years.
15. 1880	Reciprocity Sugar Co., Waiohinu in Hana, Maui.	370.27	200.00	Jan. 15, 1900	Original lessee, C. K. Kakani; term, 20 years.
14. 1882	Leilehua Ranch, Oahu, Aiea, Ewa, Oahu.	1,175	250.00	Jan. 14, 1912	Original lessee, H. E. Whitney; term, 30 years.
10. 1889	G. W. Macfarlane, Holuikawai, Hamakua, Hawaii.	1,035 ¹ / ₂	62.25	Jan. 10, 1909	Original lessee, Ed. Sparke; term, 50 years.
14. 1882	Leilehua Ranch, Oahu, Waianaeuka, Oahu.	15,578	500.00	Jan. 14, 1912	Original lessee, H. E. Whitney; term, 30 years.
28. 1882	Leilehua Ranch, Nanakuli, Oahu.	3,421	570.00	Feb. 28, 1912	Term, 30 years.
1. 1880	Samuel Andrews, Kuokala, Waialua.	1,896 ¹ / ₂	150.00	Dec. 21, 1910	Original lessee, P. Larkins; term, 50 years.
1. 1882	Pomaikalanani, Kaunaoa & Piliamoo, Waikiki, Puna, Manoa.	.....	220.00	July 1, 1912	Term, 30 years.
1. 1883	Liliuokalani, part of Kaneohe Waikiki and fishery.	15.70	30.00	Feb. 1, 1903	All portion west of stream; term, 20 years.
6. 1876	Humuula Steamship Co., Ahupuaas of Humuula in Hilo.	.....	1,000.00	Mar. 6, 1908	Original lessee, J. W. Gay; term, 25 years.
15. 1883	J. P. Mendonca, Kaneohe, Koolaupoko, Oahu.	815 ¹ / ₂	200.00	Oct. 15, 1913	Original lessee, Nannie R. Brewer; term, 30 years.
1. 1884	G. Asang, Ahupuaas of Pololu, N. Kohala, Hawaii.	1,343	600.00	July 1, 1904	Original lessees, Aseu & Akina; term, 20 years.
5. 1885	Lau Sing, Waikiki, Oahu...	1.46	60.00	Mar. 5, 1900	Renewed 15 years.
28. 1886	Pioneer Mill, Wainee, Kuhua 1 and 2, Puehuehu, Waianae 1 and 2, and Polapola, Lahaina, and all taro land in Honokawai.	.....	718.00	July 28, 1896	Extended; term, 10 years.
1. 1886	Princeville Plantation Co., Puupehu, Hanalei, Kauai.	884	300.00	Jan. 1, 1906	Term, 20 years.
1. 1886	S. Parker, Kalopa, Hamakua, Hawaii.	6,600	1,033.00	July 1, 1913	Term, 27 years.
11. 1876	Trustees Anglican Church, Waiohinu, Kau, Hawaii.	3 ¹ / ₂	1.00	Mar. 11, 1901	Term, 25 years.
11. 1887	Chin Wo & Co., fish pond of Kuwiliwili, Leleu.	.....	275.00	Mar. 31, 1898	Term, 10 years.
1. 1887	Hawaii Agricultural Co., Ahupuaas of Kapapala, Kau, Hawaii.	172,780	1,200.00	July 1, 1907	Term, 20 years.

* Expired.

Right of purchase leases—Continued.

RENT ROLL—GENERAL LEASES—Continued.

Date.	Lessee and location.	Area.	Annual rental.	Expires.	Remarks.
		<i>Acres.</i>			
July 8, 1878	C. Spreckels, water privilege, Koolau, Hamakua, Maui.	.....	\$500.00	July 8, 1908	Term, 30 years.
Mar. 29, 1879	Makee Sugar Co., Kamalulalo, Kawaihau, Kauai.	.....	300.00	Mar. 29, 1899	Original lessee, Z. Spalding; extended term, 20 years.
Feb. 9, 1880	Estate of W. M. Gibson, Kaunoulu, Lanai.	.....	250.00	Feb. 9, 1907	Term, 27 years.
June 15, 1881	Hakalau Plantation Co., portion of Kaiwiki, and Wailea, Hilo, Hawaii.	5,590	300.00	June 15, 1906	Original lessee, L. Loy; term, 25 years.
Do.....	Hawaiian Agricultural Co., Moaula, Kau, Hawaii.	.....	275.00	.....do.....	Term, 25 years.
Sept. 8, 1881	Hilea Sugar Co., Kealaiki, Kau, Hawaii.	7,000	120.00	Sept. 8, 1906	Do.
Do.....	Hakalau Plantation Co., remnants of Kamanu and Wailua, Hilo, Hawaii.	2,400	200.00	Sept. 8, 1896	Expired; term, 1 years.
Jan. 18, 1882	G. W. Macfarlane, Kapahu, Hamakau, Hawaii.	1,000	80.00	Jan. 18, 1897	Original lessee, J. Spencer; expired term, 15 years.
Nov. 1, 1882	Hanuna & Aimoku, remnants of Kapohue, Pukuihua, Haou, Polihana, etc., Maui.	235	45.00	Nov. 1, 1902	Term, 20 years.
Oct. 16, 1882	Hanuna & Aimoku, remnant of Kakio, Hana, Maui.	.....	100.00	Oct. 16, 1902	Do.
June 1, 1883	Kwong ManWai Co., 4 tracts in Kalia and Mookahi Waikiki, Oahu.	48.22	700.00	June 1, 1903	Original lessee, G. Kim; term, 20 years.
July 1, 1883	Deverill, W. E. H., Ahupuaa of Hanakapiai, Napali, Hanalei, Kauai.	.....	25.00	July 1, 1913	Original lessee, D. Pua et al.; term, years.
Mar. 1, 1884	Kamawae et al., Kanahena in Honuaula, Maui.	1,054.54	75.00	Mar. 1, 1894	Term, 10 years.
Oct. 10, 1885	Ookala Sugar Co., remnants Kaiwiki and Kaala, Hamakua, Hawaii.	2,200	300.00	Oct. 10, 1895	Do.
Apr. 1, 1886	Hana plant, water from Kawaipapa, Hana, Maui.	.....	25.00	Apr. 1, 1896	Do.
July 22, 1886	Hakalau Plantation Co., Awapuhi, Peleau 1 and 2 and Opea, Hilo, Hawaii.	1,050	315.00	July 22, 1906	Original lessee, W. Irwin & Co.; term, 20 years.
Apr. 21, 1887	Gaspar Sylva, 2 pieces land Mokuleia, Wai'alua, Oahu.	427	55.00	Apr. 21, 1897	Term, 10 years.
Apr. 25, 1887	J. Miguel, Alae 3 and 4, Kula, Maui.	870	450.00	Apr. 25, 1902	Term, 15 years.
Apr. 25, 1897	J. M. Horner et al., remnants of Hoea, Kaoluna, etc., Hamakua, Hawaii.	2,500	270.00	Apr. 25, 1907	Original lessee, C. P. ley; term, 20 years.
Apr. 25, 1887	Honomu Sugar Co., Pors. of Honomu & Kahua, Hilo, Hawaii.	3,000	501.00	Apr. 25, 1897	Term, 10 years.
June 14, 1888	Wailuku Sugar Co., Kou, Waiehu, Maui.	611	260.00	June 14, 1898	Do.
June 1, 1888	Enterprise Ranch Co., Alewa, Honolulu, Oahu.	174½	165.00	June 21, 1896	Term, 8 years.
July 19, 1888	Onomea Sugar Co., remnants of Kawaihau, Hilo, Hawaii.	608	300.00	July 19, 1903	Term, 15 years.
Oct. 4, 1888	Estate of Jas. Woods, Government remnants at Kohala, Hawaii.	.679	150.00	Oct. 4, 1898	Term, 10 years.
Do.....	Kahua Ranch, lot 25 Lahikiola, Kohala, Hawaii.	80	25.00	.....do.....	Do.
Feb. 18, 1889	Hamakua Plantation Co., lands between Opihiali and Paaulo, Hamakua, Hawaii.	207	934.00	Feb. 18, 1899	Renewed; term years.
May 2, 1889	Ookala Sugar Co., Government remnants between Kaiwiki and Kaala, Hawaii.	50	150.00	May 2, 1919	Term, 30 years.
Do.....	F. Wittrock, Wakiu, Hana, Maui.	1,115	100.00	May 2, 1899	Term, 10 years.
July 3, 1889	A. Kekai, Kaluaopalena, Kalihi, Oahu.	75	116.00	July 3, 1899	Do.
Aug. 1, 1889	Estate of P. Milton, Waahila Ridge, Palolo, Oahu.	.186	200.00	Aug. 1, 1899	Canceled Oct. 14, nonpayment of rent; term, 10 years.

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Right of purchase leases—Continued.

RENT ROLL—GENERAL LEASES—Continued.

Date.	Lessee and location.	Area.	Annual rental.	Expires.	Remarks.
		<i>Acres.</i>			
June 17, 1891	Pepeekeo Sugar Co., Kaupakuea, Hilo, Hawaii.	210	\$500.00	June 17, 1901	Term, 10 years.
Feb. 10, 1892	Hakalau Plantation Co., Piha, Hilo, Hawaii.	4,250	250.00	Feb. 10, 1912	Term, 20 years.
Do.....	Kilauea Sugar Co., Papaa, Koolau, Kauai.	2,000	100.00	.....do.....	Do.
May 18, 1892	Hook Lee Co., fish ponds of Lelepaua and Kahikapu, Oahu.	742	1,500.00	May 18, 1907	Canceled for nonpayment of rent; term, 15 years.
Do.....	Jas. H. Boyd, Kaauwaeloa, Palolo, Oahu.	18.84	200.00	.....do.....	Term, 15 years.
June 25, 1892	J. D. Paris, Honalo, N. Kona, Hawaii.	210	75.00	June 25, 1902	Term, 10 years.
Sept. 16, 1891	Onomea Sugar Co., Kaapoko, Hilo, Hawaii.	106	520.00	Sept. 16, 1901	Do.
June 15, 1892	C. Brown and J. Ena, Kaipapau, Koolauloa, Oahu.	160	50.00	June 15, 1912	Term, 20 years.
Sept. 9, 1891	Humuula S. S. Co., Kaohe, tract 4, Hamakua, Hawaii.	137,200	310.00	Sept. 9, 1906	Subject to homestead reservation; term, 15 years.
Do.....	Kukaiua Plantation Co., tract 5, Hamakua, Hawaii.	24,250	320.00	.....do.....	Do.
July 7, 1892	W. Kinney, lands between Hanakapiai and Kalalau, Kauai.	.....	55.00	July 7, 1917	Assigned to W. G. win; term, 25 years.
June 4, 1892	Hawaiian Agricultural Co., Mohokeanui and Iki, Kau, Hawaii.	2,761.66	550.00	June 4, 1907	Term, 15 years.
Aug. 22, 1892	Oahu Railway and Land Co., Waimano-uka, Ewa, Oahu.	2,630	459.00	Aug. 22, 1902	Term, 10 years.
Apr. 25, 1893	Waiohinu Agricultural and Grazing Co., Kamaoa and Puueo, Kau, Hawaii.	12,500	500.00	Apr. 25, 1907	Term, 14 years.
Apr. 8, 1893	Onomea Sugar Co., remnant of Kaapoko, Hilo, Hawaii.	15	85.00	Apr. 8, 1908	Term, 15 years.
Mar. 2, 1893	Laupahoehoe Sugar Co., lands between Mauluanui and Weloka, Hilo, Hawaii.	3,000	1,200.00	Mar. 2, 1908	Do.
Jan. 1, 1893	Hawaiian Agricultural Co., Mohakapu, Pohakuloa, Kaalaala, and Kioula, Kau, Hawaii.	2,964½	250.00	Jan. 1, 1903	Term, 10 years.
Apr. 3, 1893	Wong Ko., Kepuhi, Palolo, Oahu.	17½	75.00	Apr. 3, 1908	Assigned to Wong Y Kee; term, 15 years.
Mar. 8, 1893	Ookala Sugar Co., lands between Humuula and grant 2467, Hilo, Hawaii.	1,860	402.00	Mar. 8, 1913	Term, 20 years.
Mar. 29, 1893	Pacific Guano and Fertilizer Co., Laysan and Lisiansky islands.	.....	1.00	Mar. 29, 1910	Term, 20 years from Mar. 29, 1890; exclusive right to take guano, etc.; first 5 years free and after that 50 cents royalty per ton, term, 20 years.
May 16, 1893	R. R. Hind, sections A, B, C, N. Kohala, Hawaii.	274½	392.12	May 16, 1908	Term, 15 years.
Aug. 9, 1893	J. Wight, Awalua, Haena, Kapunapuna and Kapaa-iki, N. Kohala, Hawaii.	224	200.00	Aug. 9, 1903	Term, 10 years.
Apr. 1, 1893	A. A. Montano, Manoa Valley, Oahu.	80	25.00	Apr. 1, 1908	Assigned to estate S. N. Castle, limited term, 15 years.
Aug. 9, 1893	Estate of J. Woods, Pili Lands, from Palinalina to Kaipuuhaa, N. Kohala, Hawaii.	7,973	250.00	Aug. 9, 1903	Term, 10 years.
Aug. 17, 1893	J. W. Kuaimoku, remnants from Honokua to Kaohe, S. Kona, Hawaii.	1,500	55.00	.....	Lease to terminate 60 days' notice term, 1 year.
Do.....	Geo. C. Ross, Kanohoanahopu, Hakipuu, Oahu.	1½	25.00	Aug. 17, 1908	Canceled; term, 1 year.
Do.....	M. H. Reuter, Honomaela, Kawela, and Kaeleku, Hana, Maui.	1,250	100.00	.....do.....	Assigned to Hawaiian Plantation Co. term, 15 years.

Right of purchase leases—Continued.

RENT ROLL—GENERAL LEASES—Continued.

Date.	Lessee and location.	Area.	Annual rental.	Expires.	Remarks.
		<i>Acres.</i>			
Sept. 30, 1893	Haiku Sugar Co. and Paia Plantation Co., water privilege from the Naillilina, etc., stream to and including Honokua stream, Hamakualoa, Maui.	.....	\$5,000.00	Sept. 30, 1916	Term, 23 years.
Nov. 1, 1893	Kipahulu Sugar Co., 6 lots at Kipahulu, Hana, Maui.	155.93	168.00	Nov. 1, 1898	Renewed; term, 5 years.
Sept. 28, 1893	Hamakua Plantation Co., Pohakuhaku and Keman, Hamakua, Hawaii.	.80	50.00	Sept. 28, 1903	Term, 10 years.
Feb. 15, 1894	Pacific Guano and Fertilizer Co., Morrell, Ocean Island, Pearl Hermes Reefs, Midway, and French Frigate Shoals.	.....	1.00	Feb. 15, 1919	Exclusive right to remove guano, etc.; royalty, 50 cents per ton; term, 25 years.
Nov. 29, 1893	J. Wight, Punapa, and Kohoiki, N. Kohala, Hawaii.	399	75.00	Nov. 29, 1903	Term, 10 years.
Feb. 2, 1894	Hamakua Plantation Co., Kaohe, Hamakua, Hawaii.	185	185.00	Feb. 2, 1904	Rent reduced to \$182 by surrender of 3 acres; term, 10 years.
Dec. 5, 1893	Reciprocity Sugar Co., Puuhao, Waialua, Hana, Maui.	600	75.00	Dec. 5, 1913	Term, 20 years.
May 7, 1894	Hawaiian Agricultural Co., lands between Moaula and Kealiwa, Kau, Hawaii.	4,200	250.00	May 7, 1904	Right to take up 300 acres of uncultivated land reserved; term, 10 years.
Oct. 13, 1893	Pacific Sugar Mill, Hanapai, Hamakua, Hawaii.	78	300.00	Oct. 13, 1908	Term, 15 years.
July 3, 1894	D. P. R. Isenberg, part of lot 36, Kapahulu, Honolulu, Oahu.	97	20.00	July 3, 1904	Term, 10 years.
July 24, 1894	J. Maguire, Honuaula, N. Kona, Hawaii.	5,400	50.00	July 24, 1904	Subject to homestead reservation; term, 10 years.
Aug. 7, 1894	Makee Sugar Co., Olohena, Puna, Kauai.	1,151	310.00	Aug. 7, 1909	Term, 15 years.
Aug. 8, 1894	Honomu Sugar Co., lands between Kaiwiki, Laimi, and Makahanaloa; also remnants of Honomu and Kuhua, Hawaii.	3,000	600.00	Aug. 19, 1919	From Feb. 8, 1897; rental, \$1,500; term, 25 years.
Mar. 6, 1895	Kipahulu Sugar Co., remnants of Alae and Puuhao, Hana, Maui.	1,500	150.00	Mar. 6, 1915	Right to take up land for agricultural purposes reserved; term, 20 years.
Jan. 4, 1896	Pelani (w), Fishpond of Pouhala, Waialeale, Ewa, Oahu.	22½	160.00	Jan. 4, 1911	Assigned to Tong Wo Tai Co.; term, 15 years.
Do.....	D. Kaopeahina, Fishpond of Ualapue, Molokai.	23½	55.00	.....do.....	Assigned to Mrs. C. L. Auld, term, 15 years.
May 1, 1896	Wilson, H. E., Waiakolea with fish and shrimp ponds, Puna, Hawaii.	18	40.00	May 1, 1911	Term, 15 years.
Do.....	M. S. Grinbaum & Co., forest tract, Hana and Koolau, Maui.	7,500	300.00	May 1, 1917	Assigned to Hana plantation; term, 20 years.
June 6, 1896	Panuhau Plantation Co., lot in Kaumano, Hamakua, Hawaii.	35	75.00	June 6, 1917	Term, 21 years.
Do.....	Hamakua Mill Co., lot in Keman, Hamakua, Hawaii.	10	25.00	.....do.....	Do.
Oct. 17, 1896	Moanalua Ranch Co., Lokoe of Kaihikapu and Lelepau, Moanalua, Oahu.	742	801.00	Oct. 17, 1901	Term, 15 years.
Mar. 22, 1896	Hakalanu Plantation Co., part of Kamaee and Waialua, Hilo, Hawaii.	435	1,000.00	Jan. 1, 1917	Term, 21 years.
Nov. 23, 1896	R. R. Hind, Por. of Kahel, Kohala, Hawaii.	455	925.00	Nov. 13, 1901	Term, 5 years.
Do.....	R. R. Hind, Por. of Kahel (lower), Kohala, Hawaii.	86	100.00	.....do.....	Do.
Dec. 15, 1896	J. B. Kaleo, shrimp ponds and water holes, Kawai-papa, Hana, Maui.	.....	90.50	Dec. 23, 1911	Term, 15 years.

Right of purchase leases—Continued.

RENT ROLL—GENERAL LEASES—Continued.

Date.	Lessee and location					
Mar. 29, 1897	Oahu Sugar Co., lot at Pounale, Waialeale, Ewa, Oahu.	27,500	\$85.00	Mar. 6, 1912	Term, 15 years.	
Do.....	Waialuku Sugar Co., Kapo-ino, Waialeale, Maui.	154	75.00	Apr. 1, 1918	Term, 21 years.	
	Honokaa Sugar Co., lower part of Honokaa, Hamakua, Hawaii.	744	2,776.00	Oct. 1, 1919	Do.	
May 1, 1897	J. I. Dowsett, Ophihali, S. Kona, Hawaii.		100.00	May 1, 1907	Assigned to C. K. Al	term, 10 years.
Sept. 20, 1897	Waiohinu A. & G. Co., Kaulanamauna, S. Kona, Hawaii.	3,400	55.00		Reservation to take up land for settle-ment purposes, term, 21 years.	
Oct. 20, 1897	Ookala Sugar Co., Govern-ernment remnants in Hamakua, Hawaii.	390	500.00	Oct. 20, 1907	Term, 10 years.	
Do.....	Ookala Sugar Co., land in Hamakua, Hawaii.	96	300.00	.....do.....	Term, 15 years.	
April 6, 1898	R. R. Hind, part of Kaau-huhu, N. Kohala, Hawaii.	563	1,400.00	May 1, 1913	Do.	
Do.....	Union Mill Co., part of Kaauhuhu, N. Kohala, Hawaii.	100	300.00	.....do.....	Do.	
Mar. 21, 1898	Waialuku Sugar Co., Kou, Waialeale, Maui.	300	450.00	June 14, 1919	Term, 21 years.	
Apr. 2, 1898	Oahu Railway and Land Co., por. of Waimano, Ewa, Oahu.	915	350.00	Apr. 2, 1919	Do.	
Do.....	Honokaa Sugar Co., land of Au, Hamakua, Hawaii.	163	625.00	Oct. 1, 1919	Do.	
Do.....	Honokaa Sugar Co., Lauka and Kuliha, Hamakua, Hawaii.	123	365.00	Oct. 1, 1919	Do.	
Mar. 23, 1898	T. K. Clarke, Nakula, Kau-po, Maui.	1,500	105.00	Mar. 23, 1913	Term, 15 years.	
April 4, 1898	Mahee Sugar Co., Kamama-loo, Kauai.	2,406	1,000.00	May 29, 1907	Term, 7 years.	
April 11, 1898	Honomu Sugar Co., Kaake-pa, Hilo, Hawaii.	194	500.00	Oct. 17, 1919	Term, 21 years.	
May 14, 1898	American Sugar Co., Kami-loloa and Makakapaia, Molokai.	4,956	200.00	May 14, 1919	Subject to homestead reservation; term, 21 years.	
June 1, 1898	Hind & Low, Puuanahulu, N. Kona, Hawaii.	12,000	150.00	June 1, 1919	Term, 21 years.	
June 4, 1898	Hana Plantation Co., Wa-hiu, Hana, Maui.	1,115	150.00	June 2, 1920	Subject to homestead reservation, term, 21 years.	
Aug. 3, 1898	A. M. Brown, Ualapue and Kahananui, Molokai.	850	210.00	Aug. 3, 1920	Assigned to H. R. Hitchcock and O. Meyer; term, 21 years.	
Aug. 31, 1898	Kaneohe Ranch Co., Kalua-puhi and Halekou, Kaneohe, Oahu.	350	450.00	July 1, 1920	Term, 21 years.	
Dec. 20, 1898	W. E. Wall, Punalau, Molo-kai.	89	255.00	Dec. 20, 1919	Do.	
Do.....	Kipahulu Sugar Co., 6 rem-nants of government lands, Kipahulu, Maui.	155,223	400.00	.....do.....	Do.	
Jan. 1, 1899	Hawaiian Fruit and Pack-ing Co., por. of Pounale, Waialeale, Ewa, Oahu.	3,415	37.00	Jan. 1, 1920	Apokaa Sugar Co., Limited, term, 21 years.	
Apr. 11, 1899	Kwong Sing & Co., Kamoo-kahi, Waikiki, Oahu.	1,444	60.00	May 5, 1915	Term, 15 years.	
Jan. 1, 1899	L. Akaka, Waimanu Valley, Hamakua, Hawaii.	200	400.00	Jan. 1, 1920	Term, 21 years.	
Apr. 11, 1899	Hamakua Mill Co., lands between Ophihali and Paauilo, Hamakua, Ha-waii.	207	1,085.00	May 12, 1914	Term, 15 years.	
Aug. 1, 1899	E. J. Morgan, Aliomanu, Papaa, and Molokaa, Kauai.	2,020	500.00	Aug. 1, 1920	Term, 21 years.	
Aug. 2, 1899	R. R. Hind, water privilege, Kaauhuhu, Hawaii.		100.00	Aug. 2, 1913	License term, 15 years.	
Aug. 2, 1899	Nahiku Sugar Co., water privilege, Nahiku, Maui.			Aug. 2, 1923	First 10 years, \$500; balance, \$1,000 per annum, term, 30 years.	

* Square feet.

Right of purchase leases—Continued.

RENT ROLL—GENERAL LEASES—Continued.

Date.	Lessee and location.	Area.	Annual rental.	Expires.	Remarks.
Sept. 1, 1900	A. Enos & Co., Kahikinui, Koolau, Maui.	<i>Acres.</i> 25,000	\$3,010.00	Feb. 1, 1906	Term, 5 years.
Nov. 1, 1900	T. F. Landing, right of way across public land, Waiahole, Oahu.	.....	10.00	Nov. 1, 1930	Term, 30 years.

CASH SALES.

Date of sale at auction.	Purchaser and location.	Area.	Purchase price.	Remarks.
		<i>Acres.</i>		
Jan. 4, 1896	M. Phillips & Co., Waiahole, Oahu ...	7 ¹¹ / ₁₆	\$620.00	
Mar. 21, 1896	C. Lennox, Kaupo, Maui	2 ⁴² / ₁₆	26.00	
Do.....	Pac. G. & F. Co., Kalihi, Oahu	4 ¹ / ₁₆	2,000.00	
Do.....	Waianae Co., Waianae, Oahu	10 ¹⁴ / ₁₆	810.00	
Apr. 23, 1896	R. Bycroft, Oneloa, Hawaii.....	14 ¹² / ₁₆	22.20	
June 6, 1896	J. A. Maguire, Kukui, Hawaii.....	127	381.00	
Oct. 26, 1896	W. S. Ellis, Ili of Makalii, Oahu .....	.....	116.66	Government commutation.
Nov. 21, 1896	S. Cullen, Waiahole, Oahu.....	.....	105.00	
Apr. 23, 1896	J. T. Baker, Puna, Hawaii	75 ¹¹ / ₁₆	871.28	
Jan. 16, 1897	J. de F. Phillips, Kula, Maui	27 ²⁷ / ₁₆	885.65	
Feb. 15, 1897	Thurston & Stanley, Kaapahu, Hawaii.	41 ¹ / ₁₆	1,000.00	Compromised claim of government land of J. Wilson; grant, 2376.
Mar. 24, 1897	J. Driscoll, Ahualoa, Hawaii	1	20.00	
Apr. 10, 1897	S. B. Dole, Kapahulu, Oahu	3 ⁴⁴ / ₁₆	570.00	
May 1, 1897	F. M. Starkey, Kaupo, Maui.....	7	100.00	
July 1, 1897	Waianae Co., Waianae, Oahu.....	3	350.00	
Sept. 20, 1897	C. L. Wight, Kehena, Hawaii.....	64 ¹ / ₁₆	192.90	
Do.....	Miss H. E. Wilder, Kehena, Hawaii.	6 ¹ / ₁₆	20.70	
Oct. 4, 1897	W. Vredenberg, Puna, Hawaii ..	8 ¹ / ₁₆	25.00	
July 17, 1897	Kaioha, Puna, Hawaii.....	31 ¹ / ₁₆	111.00	
Nov. 19, 1897	F. H. Foster, Mokolai, Molokai ...	1,568	900.00	
Dec. 13, 1897	L. L. McCandless, Waiahole, Oahu ..	142	8,100.00	
Jan. 10, 1898	Waianae Co., Waianae, Oahu.....	.....	100.00	
Feb. 14, 1898	Catholic Mission, Nahiku, Maui.....	7 ¹¹ / ₁₆	50.00	
Feb. 5, 1898	J. A. Martinez, Olaa, Hawaii	39	45.00	
Mar. 12, 1898	Mrs. Mary Castle, Manoa, Oahu.....	8 ¹ / ₁₆	6,250.00	

Cash sales between July 7, 1898, and September 30, 1899, can be seen on pages 7 and 8, published list of land transactions, Republic of Hawaii.

Cash sales since the passage of the organic act are as follows: Date of sale at auction, October 22, 1900; purchaser, Mrs. S. C. Allen; location, Pouhala, Oahu; area, 0.50 acre; price, \$315.

EXHIBIT 4.

REPORT OF THE COMMISSION OF PUBLIC LANDS FOR THE YEAR
ENDING DECEMBER 31, 1900.

PUBLIC LAND OFFICE,
January 1, 1901.

SANFORD B. DOLE, Esq.,
Governor Territory of Hawaii.

SIR: On behalf of the commissioner of public lands I have the honor to submit the following report on the transactions of this office for the year ending December 31, 1900:

During the intervening dates between January 1, 1900, to June 14,

1900, the following gentlemen were commissioners of public lands, to wit: Alexander Young, esq., ex officio; William R. Castle; J. F. Brown, agent of public lands.

No new business of any kind was transacted during this period, as the Executive order of President McKinley was then still in force.

Under section 73 of "An act to provide government for the Territory of Hawaii," which took effect on June 14, 1900, commissioner of public lands was substituted for commissioners of public lands. Since which time Mr. J. F. Brown, as commissioner of public lands (commissioned as such under date of June 14, 1900), has been performing the duties that were heretofore required of three commissioners.

This commission is represented in the various land districts by the following subagents: E. D. Baldwin, first land district; Charles Williams, second land district; J. Kaelemakule, third land district; W. O. Aiken, fourth land district; E. S. Boyd, fifth land district, the latter being also secretary and chief clerk of the general office.

SURVEY WORK.

This work is still being performed by the government survey office. I would beg to state that very little survey work was done during the year. Subdivision of public lands was practically suspended from January 1 to June 14, 1900. This was occasioned by the existing uncertainty at that time of what provisions Congress would make for their disposition. Since June 14, however, steps have been taken to continue this very important work, as numerous petitions have been received from applicants for lands in different localities. The lack of competent surveyors for such work is a source of considerable embarrassment at this time, as private work, which is plentiful, absorbs most of the surveyors. Progress, however, will shortly be made in the surveys of lands in Waialua, Maui; in Kaauhuhu, Kohala; in North Hilo, Hawaii, and many other different localities desired by numerous applicants.

The survey of the lower portion of Hauula, containing an area of about 159 acres on this island, was commenced on August 28, 1900, and completed September 5, 1900. This tract has been subdivided into 32 lots, averaging 2 to 3 acres of kula land and a little less than an acre of wet land, for the purpose of homestead leases to natives who have long been residents of the land, and will be opened up at an early date.

There are about 2,000 acres in Hamakua, Hawaii, already surveyed into lots, which will also be opened up at an early date. An equal area of about 2,000 acres in North Kona awaits decision as to road location and will, as soon as possible thereafter, be opened up.

The lands that have already been surveyed and opened during the year (including one lot remaining from a former period) under the land act is shown in the following table:

showing lands taken up under general provisions of land act (other than cash sales and Olaa purchases under special conditions of Part IX).

Land district.	Right of purchase lease.			Cash freehold.			Special agreement.			Homestead.	
	No.	Acres.	Value.	No.	Acres.	Value.	No.	Acres.	Value.	No.	Acres.
Hilo and Puna							87	4,304.15	\$79,045.26		
Hamakua and Kohala											
Kona and Kauai											
Maui, Molokai											
Oahu							1	61	4,000.00		
Kauai											
Total							88	4,365.15	\$83,045.26		

SUMMARY OF ABOVE.

	No.	Acres.	Value.
Right of purchase leases			
Cash freehold			
Special agreements	88	4,365.15	\$83,045.26
Homestead leases			
Total	88	4,365.15	\$83,045.26

**OLAA LAND PURCHASED UNDER PART IX, LAND ACT, DURING YEAR
ENDING DECEMBER 31, 1900.**

[Value appraised in land act.]

Land, Olaa, Puna, Hawaii; number of patents, 10; acres, 825.75; value, \$3,152.27.

The above table shows that hardly any new business was transacted during the year. In consequence of President McKinley's order of September 11, 1899, discontinuing the further disposition of public lands, other than routine office work was suspended during the first six months of 1900.

After the passage and final taking effect of our organic act, questions again arose as to our authority to dispose of any of the public domain under the right of purchase lease and homestead lease system of the land act, which respectively are for twenty-one years and nine hundred and ninety-nine years, for under the provisions of section 73 of said act no lease on any agricultural lands shall be made for a longer period than five years; consequently the commissioner of public lands deemed it advisable to obtain a ruling in the matter before proceeding to open up public lands under these systems, which were subsequently submitted under date June 30, 1900. A ruling on these questions has since been received sustaining our views in the matter. To obtain this, however, took some little time; consequently, as shown in the above table, no right of purchase leases or homestead leases were issued during the year.

Of the 88 special agreements 87 were for the Olaa lots, and were advertised for sale under special conditions August 1, 1900, to be sold in the town of Hilo, September 20, 1900.

The special conditions under which they were sold provided for a term of residence and for a series of easy payments, extending, at option of purchasers, over a period of 10 years, and were specially

intended to provide easy terms for bona fide settlers, while it discouraged as far as possible the mere speculator.

Before proceeding further it might be well to mention that some of the so-called "Olaa squatters," to which much reference was made in our 1898-'99 report, were still occupying some of these lots; endeavoring to stop its sale, substantiated by a protest being filed by them and received by the commissioner of public lands under date of September 3, 1900, disputing his authority to make any disposition of the public domain of the Territory of Hawaii. Their claims being irrelevant, it was not considered or recognized, as his authority in the matter was explicitly set forth in section 73 of the organic act.

The realization from this sale far exceeded our most sanguine expectations, some of the lots bringing \$30 to \$50 per acre, being nearly in every instance four times the appraised value thereof, which fact alone demonstrates that desirable homesteads are in demand.

Lot at Wahiawa, Waialua, Oahu, containing 61 acres, was sold at auction under special conditions of residence and cultivation, and sold for the unusual price of \$4,000 from an upset price of \$300. This is owing to special location on this island.

CASH SALES DURING THE YEAR ENDING DECEMBER 31, 1900.

Pouhala, Ewa, Oahu; acres, 50; purchase price, \$315.

This land is a portion of the old Pouhala fish pond, fronting the Oahu Railway and Land Company track.

NEW LEASES MADE DURING YEAR ENDING DECEMBER 31, 1900.

Kahikinui, Maui; term, five years; acres, 25,000; annual rental \$3,010.

The lease was sold at auction and covered the arid, waterless land of Kahikinui, of which a large amount is represented by barren lava flows. Although such reservation seems superfluous, a condition of the lease reserves the right of the commissioner to take over any portion if same should be found suitable for settlement purposes.

LICENSES ISSUED DURING YEAR ENDING DECEMBER 31, 1900.

Licensee, Theo. F. Lansing; locality, Waiahole, Oahu; term, thirty years; annual rental, \$10.

This license was issued to T. F. Lansing for a right of way for a pipe line for conveyance of water across certain public lands in Waiahole, Koolaupoko, Oahu, and upon condition that construction of pipe line shall be such as not to interfere with or impair the value of said lands, or to create obstructions in the present course of the Waiahole stream; and also not to be held to convey any water rights or to prejudice any existing rights in said stream.

RECEIPTS COMMISSION OF PUBLIC LANDS FOR YEAR ENDING DECEMBER 31, 1900.

Land sales:

Right of purchase leases	\$38. 99
Special agreements	3, 846. 10
Homesteads	1, 496. 60
Cash freehold	350. 77
Olaa lots	445. 80
	<hr/>
	\$6, 178. 26

Land revenue:

Rents—

General leases	\$90,180.79
Right of purchase leases	5,407.73
Olaa leases	511.83
Puukapu leases	26.75
Kaimu leases	124.30
Miscellaneous	1,277.50

Interest—

Homesteads	455.10
Special agreements	681.57
Cash freehold	31.45
Olaa agreements	97.85

Office fees	59.00
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\$98,853.87

Total receipts for the year 105,032.13

The total receipts above show a decrease of \$52,948.32 from that of the preceding year (1899). This was occasioned by the Executive order of President McKinley, which was still in force during the first six months of the year, and also under the provisions of section 73 of the organic act, "confirming all agreements between July 7, 1898, and September 28, 1899, subject to the President's approval." This clause again tied our hands as to the collection of rents, interest, and purchase prices on those agreements until the receipt of such approval; even collections of purchase prices on agreements prior to July 7, 1898, were also suspended. Under these circumstances, and the precautionary steps taken, I consider the above to be a very creditable showing. In land revenue a decrease of \$10,826.73 and in land sales \$42,121.59 is shown.

The above agreements have been approved by the President under date of November 30, 1900. In consequence whereof the receipts for the coming year will more than offset the decrease.

Statement of expenditures for the year ending December 31, 1900.

Items.	Appropriation.	Drawn.	Total drawn.	Balance.
Salary land agent	\$6,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Salary secretary and subagent, fifth district	4,200.00	2,100.00	2,100.00	2,100.00
Salary clerk	2,400.00	1,200.00	1,200.00	1,200.00
Salary assistant clerk	1,200.00	130.00	130.00	1,070.00
Salary subagent, first district	3,000.00	1,500.00	1,500.00	1,500.00
Salary clerk, first district	1,200.00	600.00	600.00	600.00
Salary subagent, second district	1,200.00	578.33	578.33	621.67
Salary subagent, third district	960.00	480.00	480.00	480.00
Salary subagent, fourth district	1,200.00	600.00	600.00	600.00
Salary subagent, sixth district	720.00	.....	.....	720.00
Salary ranger, first land district	1,200.00	600.00	600.00	600.00
Salary ranger, second land district	720.00	360.00	360.00	360.00
Salary ranger, third land district	720.00	360.00	360.00	360.00
Salary ranger, fourth land district	720.00	360.00	360.00	360.00
Salary ranger, fifth land district	720.00	60.00	60.00	660.00
Salary ranger, sixth land district	720.00	.....	.....	720.00
Salaries	5,000.00	.....	.....	.....
Office expenses .....	.....	920.92	.....	.....
Traveling expenses .....	.....	346.35	.....	.....
Printing .....	.....	194.70	.....	.....
Advertising .....	.....	367.75	.....	.....
Salaries appraisers .....	.....	30.00	1,869.72	3,140.28
Improvements roads and trails	7,000.00	620.80	620.80	6,379.20
Total	88,880.00	.....	14,408.85	24,471.15

LAND PATENTS.

Under section 73 of the organic act the duties of issuing land patents, patents on land commission award, and the custody of all original documents in connection therewith have been transferred to this commission. Previous to June 14, 1900, it was under the control of the minister of the interior; consequently this office has no knowledge what business was done during the first six months of the year. But it is safe to say that, from appearances of the records when they were finally passed over to this office, no new land patents were issued during that period.

Land patents issued since June 14, 1900, are as shown in the following statement:

Statement of land grants issued during the year ending December 31, 1900.

No. of patent.	Grantee.	Date.	Area.	Location.	District.	Island.	Consideration.	Fee.
		1900.	<i>Acres.</i>					
a 4385	C. W. Hill	Aug. 2	47.25	Olaa	Puna	Hawaii ..	\$283.50	\$5.00
a 4386	.....do.....	.....do..	150.00	.....do.....	.....do.....	.....do....	450.00	5.00
a 4387	Isabella Renwick and Jessie R. Brockie.	.....do..	97.25	.....do.....	.....do.....	.....do....	483.50	5.00
a 4388	.....do.....	.....do..	102.75	.....do.....	.....do.....	.....do....	308.25	5.00
a 4389	A. F. Wall .....	.....do..	50.00	.....do.....	.....do.....	.....do....	150.00	5.00
a 4390	.....do.....	.....do..	150.00	.....do.....	.....do.....	.....do....	450.00	5.00
a 4391	Kamaki .....	.....do..	28.50	.....do.....	.....do.....	.....do....	170.00	5.00
b 4392	Marion de Carmo .....	.....do..	17.65	Waiahoa	Kula	Mauli ...	88.25	5.00
c 4393	Eleanor M. Wilcox ..	Dec. 10	.63	Punch bowl Slope.	Honolulu ..	Oahu ...	750.00	5.00
c 4394	H. Willgeroth .....	.....do..	43.80	Waiaha II	North Kona.	Hawaii ..	570.00	5.00
a 4395	A. W. Richardson .....	.....do..	29.70	Olaa	Puna .....	.....do....	89.10	5.00
a 4396	.....do.....	.....do..	25.40	.....do.....	.....do.....	.....do....	76.20	5.00
a 4397	.....do.....	.....do..	144.90	.....do.....	.....do.....	.....do....	691.72	5.00
c 4398	C. E. Moore	Dec. 28	96.50	Awini	North Kohala.	.....do....	482.50	.....
c 4399	A. V. Callaghan .....	.....do..	89.50	Kamali	Puna .....	.....do....	492.25	.....
c 4400	D. H. Davis .....	.....do..	82.50	Paauilo	Hamakua ..	.....do....	932.87	5.00
c 4401	Geo. R. Carter .....	.....do..	66.50	Kamali	Puna .....	.....do....	332.00	5.00
c 4402	J. N. Bell .....	.....do..	104.20	Awini	North Kohala.	.....do....	659.00	5.00
	Total (18)		1,327.03				7,459.14	\$0.00

a Olaa reservation.

b Homestead.

c Time payment.

From present indications the number of land patents that will be issued during the coming year will far exceed those that have been issued in any previous year.

ROADS AND TRAILS.

As shown in above statement of expenditures, a very small amount has been expended during the year, and the amount so expended has been for trails through the upper Maulua tract and in Olaa.

The matter of roads to and through public lands opened for settlement, and the difficulty with which this office meets in dealing with the question, was dwelt upon at some length in the report of this office for 1899, and the difficulties quoted in that report have equal force to-day.

ESTIMATED RECEIPTS.

Land revenue:	
General leases	\$100,000
Olaa (Crown leases)	500
Rents right of purchase leases	12,000
Interest	15,000
Miscellaneous (this includes office and patent fees)	1,000
	<hr/> \$128,500

Land sales:	
On time payments.....	\$35,000
Purchase of right of purchase leasehold.....	35,000
On old homestead accounts.....	2,500
Class sale under Part IX land act.....	4,000
Cash sale.....	2,500
	<hr/>
	\$79,000
Total.....	<hr/>
	207,500

The foregoing is considered to be a very conservative estimate.
Respectfully submitted.

EDWARD S. BOYD,
Secretary Commission of Public Lands.

APPENDIX.

In relation to questions that were raised by the United States district attorney as to the legality of Hawaiian land transactions since September, 1899, I would beg to submit copies of correspondence and statements that actually took place in regard to the matter, as an appendix to the foregoing report, as follows:

SCHEDULE A.

DEPARTMENT OF JUSTICE,
OFFICE OF UNITED STATES ATTORNEY, DISTRICT OF HAWAII,
Honolulu, November 5, 1900.

EARL JACOB F. BROWN,
Land Commissioner of Hawaii, City.

DEAR SIR: I have the honor to respectfully apply for information from your office concerning the following matters of business relating to public property in the Territory of Hawaii, and originating on and after September 23, 1899, to wit:

Leases of public lands: The names of the lessees and their assignees, if any, descriptions of lands and acreage leased, and termination of leases, also the dates of the same.

Sales of public lands: The names of the purchasers and their assignees, if any, description of the lands and acreage sold, and dates of deeds or patents.

Contracts for sales of public lands: The names of the purchasers and their assignees, if any, descriptions of the lands and acreage contracted for, and dates of contracts.

Sales or contracts for sale of, or leases of, water rights: The names of purchasers and their assignees, if any; description of water rights, including the name and location of the stream or body of water drawn from location of the point of division; and quantity of water so disposed of, and the acreage to be irrigated thereby, if known; also dates of the instruments of conveyance or agreement.

Advertisements of sale or for tenders respecting public lands or water rights now pending.

I trust that it will not seriously inconvenience your office to furnish the information desired.

Yours, respectfully,

JOHN C. BAIRD,
United States Attorney for Hawaii.

COMMISSION OF PUBLIC LANDS,
TERRITORY OF HAWAII,
Honolulu, November 9, 1900.

JOHN C. BAIRD, Esq.,
United States Attorney for Hawaii.

DEAR SIR Inclosed please find copies of official correspondence in reference to the land matters as follows:

Letter of Governor Dole to the Secretary of Interior, Washington, in reference to

homestead and right of purchase leases, and reply of Thomas Ryan, esq., Acting Secretary thereto.

Letter of F. L. Campbell, Acting Secretary of Interior Department, to Governor Dole, inclosing opinion of Willis Van Devanter, Assistant Attorney-General for Interior Department, in re the issuance of land patents in the Territory of Hawaii.

I take the liberty to inclose also a statement of the view held in this office of the laws applying to the public lands of the Territory, and under which all recent transactions have been made. A detailed statement of these is well advanced and will be presented to you shortly.

Yours, respectfully,

JACOB F. BROWN,
Commissioner of Public Lands, Territory of Hawaii.

EXECUTIVE CHAMBER, TERRITORY OF HAWAII,
Honolulu, July 10, 1900.

Hon. E. A. HITCHCOCK,
Secretary of the Interior, Washington.

SIR: Section 74 of an act to provide a government for the Territory of Hawaii enacts that no "lease of agricultural land shall be granted, sold or renewed by the government of the Territory of Hawaii for a longer period than five years, until Congress shall otherwise direct."

I desire instructions whether this provision applied to homestead leases and right of purchase leases. The law for homestead leases, which will be found in the civil laws of the Hawaiian Islands, sections 212 to 238 inclusive, provides special proceedings for settling persons on small homesteads. Although the holding is called a lease it is hardly so in a legal sense, inasmuch as no rent is reserved, and the term of the occupation is nine hundred and ninety-nine years; in other words, permanent. It is really a fee to the holder and his heirs, without the right of alienation. To apply the above-quoted provision to the homestead lease, legislation would render wholly nugatory a most valuable enactment for the settlement of persons on small holdings which is of particular importance to native Hawaiian and other persons who must have little capital and not a large endowment of thrift.

The law for right of purchase leases is from section 239 to section 248, of the civil law, both inclusive.

The legislation providing for right of purchase leases, establishes a system of land settlement in small holdings, which has been more successful and popular than any of the other methods devised by the Hawaiian land act of 1895. The successful applicant receives a lease for twenty-one years, which fixes the value of the land for the term of the lease, as between the government and the lessee, and the performance of certain reasonable conditions of residence and improvement allows the lessee to acquire a fee-simple title by purchase at any time before the last year of the lease. This allows the settler to use his capital at the outset for improvements and cultivation, and to put off the day of purchase until he is well established.

If the provision of the Territorial act above quoted applies to right of purchase leases, it renders this system substantially impracticable.

In both of the cases referred to, such a result would seriously interfere with the policy of land settlement in small holdings.

I submit that a reasonable construction of the Territorial act excludes the application of the provision in question from homestead leases and right of purchase leases for these reasons:

First. The fact that Congress has for the most part continued the Hawaiian land laws in force (sections 73 and 99) which laws are based largely upon a policy of land settlement in small holdings, militates against a construction that would interfere with such a policy.

Second. The Congressional discussions of Hawaiian matters showed that the prevailing sentiment of both Houses was in favor of such a land policy, and radically opposed to any legislation that would give corporations an opportunity to acquire lands in fee to any great extent. This being so, Congress could not have intended to interrupt the legislation already in existence for land settlement in small holdings.

Third. The word "lease" used in the provisions referred to, not being connected with the words extending its meaning, must be taken in its ordinary sense, which is a simple lease for a term conditioned upon payment of rent and under which a right of occupation terminates at the expiration of the term.

Yours, very respectfully,

SANFORD B. DOLE.

DEPARTMENT OF THE INTERIOR,
Washington, July 27, 1900.

SANFORD B. DOLE,
Governor of Hawaii, Honolulu, Hawaii.

SIR: The Department is in receipt of your communication of the 10th instant desiring instructions as to whether the provision in section 73 of an act of Congress entitled "An act to provide a government for the Territory of Hawaii," approved April 30, 1900, and no lease of agricultural land shall be granted, sold, or renewed by the government of the Territory of Hawaii for a longer period than five years until Congress shall otherwise direct," applies to homestead leases and right of purchase leases.

Said section 73 provides: "That the laws of Hawaii relating to public lands, the settlement of boundaries, and the issuance of patents on land-commission awards except as changed by this act, shall continue in force until Congress shall otherwise provide."

An examination of the laws of Hawaii in connection with the provision of the Territorial act referred to by you leads to the conclusion that your opinion that it was not intended that said provision should apply to homestead leases or right of purchase leases is justified. The homestead being for nine hundred and ninety-nine years and reserving no rent is, as you say, in effect the conveyance of the fee and is given after compliance with certain requirements as to residence upon and improvement and cultivation of the land very similar to the requirements of the homestead law in force in other parts of the United States.

The so-called right of purchase lease is a part of the proceedings in another method of the acquisition of public lands. It was evidently not intended to change the existing provisions of the Hawaiian law by which title the public lands may be acquired, but it was the intention to continue those provisions in force for the present, at least.

You are therefore instructed that the provisions of the Territorial act referred to does not apply to homestead leases or right of purchase leases.

Very respectfully,

THOS. RYAN,
Acting Secretary.

EXECUTIVE CHAMBER,
Territory of Hawaii, August 21, 1900.

HON. E. A. HITCHCOCK,
Secretary of the Interior, Washington.

SIR: Some doubt exists in my mind as to the execution of land patents and other instruments for the disposition of public lands.

Our land laws as amended by the Territorial act, provide that land patents shall be signed by the governor and countersigned by the commissioner of public lands and that the said commissioner may make leases.

These provisions of law are supposably in force under section 73 of the Territorial act. Section 458 of the Revised Statutes of the United States, second edition 1878, provides that patents issuing from the General Land Office shall be issued in the name of the United States and be signed by the President and countersigned by the recorder of the General Land Office. Sections 450 and 451 of the Revised Statutes, same edition, authorize the President with the advice and consent of the Senate, to appoint a secretary and assistant secretary, "whose duty it shall be under the direction of the President to sign in his name and for him patents for land sold or granted under the authority of the United States."

Does this provision bear upon the execution of land patents under the laws of the Territory of Hawaii; or shall I proceed in such matters under the provisions of our laws, regardless of these provisions of the Revised Statutes?

Very respectfully,

SANFORD B. DOLE.

DEPARTMENT OF THE INTERIOR,
Washington, October 24, 1900.

The GOVERNOR OF HAWAII, Honolulu, Hawaii.

SIR: Your letter has been received, in which, after referring to the provisions of sections 450, 451, and 458 of the Revised Statutes of the United States relative to the issuing of land patents, you inquire as to whether these provisions govern in the executions of land patents under the laws of the Territory of Hawaii.

In response thereto I transmit herewith for your information a copy of an opinion of the Assistant Attorney-General for the Interior Department to whom the matter was referred, in whose conclusion that, for the present, the existing laws of the Territory of Hawaii govern the execution of land patents, I concur.

Very respectfully,

F. L. CAMPBELL, Acting Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE ASSISTANT ATTORNEY-GENERAL,
Washington, October 16, 1900.

The SECRETARY OF THE INTERIOR.

SIR: I am in receipt by your reference with request for an opinion upon the question presented therein, of a letter from the Governor of Hawaii in which, after referring to the provisions of the Revised Statutes (sections 450, 451, and 458), relating to the issuing of land patents, he says:

Does this provision bear upon the execution of land patents under the laws of the Territory of Hawaii; or shall I proceed in such matter under the provisions of our laws regardless of these provisions of the Revised Statutes?

Said sections provide in substance that the President may appoint a secretary to sign his name to patents for land sold or granted under authority of the United States and that all patents issuing from the General Land Office shall be issued in the name of the United States and be signed by the President and countersigned by the recorder of the General Land Office.

The joint resolution of July 7, 1898 (30 Stat., 750), accepting the cession of the Hawaiian Islands provides as to the public lands as follows:

"The existing laws of the United States relative to public lands shall not apply to such lands in the Hawaiian Islands; but the Congress of the United States shall enact special laws for their management and disposition."

Provision was made for the government of the Territory of Hawaii by the act of April 30, 1900 (31 Stat., 141). By section 73 of that act it is provided:

"That the laws of Hawaii relating to public lands, a settlement of boundaries, and the issuance of patents on land-commission awards, except as changed by this act shall continue in force until Congress shall otherwise provide. * * * In said law 'land patent' shall be substituted for 'royal patent'; 'commissioner of public lands' for 'minister of the interior,' 'agent of public lands,' and 'commissioners of public lands,' or their equivalents."

Section 9 of said act provides:

"That wherever the words president of the republic of Hawaii or republic of Hawaii, or government of the republic of Hawaii, or their equivalents, occur in the laws of Hawaii, not repealed by this act, they are hereby amended to read 'governor of the Territory of Hawaii,' or 'Territory of Hawaii,' or 'government of the Territory of Hawaii,' or their equivalents, as the context requires."

Provisions as to the preparation, execution and issuance "royal patents" and "land patents" are found in sections 171, 172, and 200 of the laws of Hawaii (1897) none of which sections is found in the list of acts, chapters, and sections of the laws of Hawaii, specifically repealed by said act of Congress of April 30, 1900, *supra*.

These sections are changed by the substitution and amendments made by the act of Congress are in force and are to remain in force until Congress shall otherwise provide. Thus a system differing from that provided by the Revised Statutes is for the present provided for the Territory of Hawaii. The provisions thus made applicable to this Territory must control.

The paper submitted is herewith returned.

Very respectfully,

WILLIS VAN DEVANTER,
Assistant Attorney-General.

DEPARTMENT OF THE INTERIOR, *October 16, 1900.*

Approved:

F. L. CAMPBELL,
Acting Secretary.

COMMISSION OF PUBLIC LANDS, ——— —, ———.

The joint resolution of annexation approved July 7, 1898, provided that "the existing laws of the United States relative to public lands shall not apply to such lands in the Hawaiian Islands, but the Congress of the United States shall enact special laws for their management and disposition."

Until Congress should enact such laws, no power existed in their local government to alienate or change the status of the public lands in Hawaii, and although, under a misunderstanding of the purport of this clause of the resolution, certain transactions in public lands were made before Congress had enacted these special laws, such transactions were annulled by President McKinley under date of September 11, 1898, upon the opinion of the Attorney-General of the United States that such transactions were without warrant of law.

Congress has since, however, enacted the special laws required by the resolution of annexation, and by "An act to provide a government for the Territory of Hawaii," approved April 3, 1900, has specifically enacted by section 73 of said act "that the laws of Hawaii relating to public lands, the settlements of boundaries and the issue of patents on land commission awards, except as changed by this act, shall continue in force until Congress shall otherwise provide," and such intended continuance is emphasized by the changes made to adapt such laws to the new conditions after the taking effect of the act.

The continuance of the land laws of Hawaii by the organic act of April 3, 1900, did not, however, affect those transactions that had been annulled as aforesaid, and an additional clause therefore appears in the said section 73 ratifying and confirming, subject to the approval of the President, all sales, grants, leases, and other dispositions of the public domain and agreements concerning the same, and all franchises granted by the Hawaiian government in conformity with the laws of Hawaii between the 7th day of July, 1898, and the 28th day of September, 1899.

It has been suggested that the continuance of the laws of Hawaii as enacted in section 73 has reference only to those transactions between July 7, 1898, and September 28, 1899, but this appears to this office wholly untenable, for the following reasons:

If any such limitation of the law was intended, such intention would certainly and easily have been stated, rather than the clear and unmodified statement that the existing laws should remain in force until Congress should otherwise provide.

The changes made in the laws of Hawaii by section 73 are meaningless and useless as limited to those transactions between July 7, 1898, and September 28, 1899.

The provision that no lease of agricultural land shall be made for longer period than five years is useless in reference to the transactions between those dates. Those transactions are fully ratified and confirmed by Congress subject only to the President's approval. The amendment as to the five-year lease has value only as applied to new transactions.

Of still greater significance, however, is the change in the laws made by section 73 in substituting the words "I am a citizen of the United States" or "that I have declared my intention to become a citizen of the United States, as required by law" for the words "that I am a citizen by birth (or naturalization) of the Republic of Hawaii," etc.

This change is absolutely unnecessary as applying to any old transactions, for these words are used only in the original applications for lands under the various systems. What is the meaning of this change in connection with lands not only applied for months before, but sold, granted, and leased already, and which sales, grants, and leases Congress ratifies and confirms, subject only to approval of the President? This change evidently is made with reference to the transactions that should ensue after the passage of the Territorial Act. In brief, the changes in the laws provided by section 73 are necessary only in case the land laws of Hawaii were continued in force for the disposition of new lands.

They are superfluous, meaningless, and misleading as limited to the transactions between July 7, 1898, to September 28, 1899.

No one questions that the title to the public lands of this Territory is in the United States, and probably no one questions that Congress may make such disposition of these lands as it sees fit. It has, by section 99, definitely asserted the title to the lands known as Crown Lands, and makes the same "subject to alienation and other uses as provided by law."

Such law has been provided by section 73, which, making certain changes to adapt existing laws to new conditions, thereupon continues the existing laws until Congress shall otherwise provide. These laws are full and explicit. They cover the case of each and every transaction since the passage of the act, and are understood by this office to be the clear statement of the methods by which Congress has for the present chosen to dispose of public lands in Hawaii.

It is claimed that as the title to these lands is in the United States, and no formal cession has been made back to the Territory of Hawaii, that the local authorities are powerless to dispose of any portion of the same. Without assuming to discuss the technical points that might be raised in this connection, I would submit that it is not held by this office that these lands are the property of the Territory to be disposed of under local laws. It is held that they are lands of the United States to be disposed of as Congress has directed and shall direct; in other words, that the existing laws are not the local laws of the Territory of Hawaii, but special laws of the United States Congress applying to the public lands in said Territory, and that Congress in explicitly continuing these laws practically reenacted them and all their provisions as laws of the United States, subject to the modifications and changes that had been deemed necessary.

Section 91 of the organic act commits to the possession, use, and control of the government of the Territory of Hawaii, to be maintained, managed, and cared for at the expense of the Territory until otherwise provided by Congress, "the public property ceded and transferred to the United States by the republic of Hawaii under the joint resolution of annexation approved July 7, 1898."

The above is a general enactment covering numerous classes of property ceded under the joint resolution, and is subject to special enactment in regard to any particular class or portion of the property. Congress has "otherwise provided" for the disposition of the public lands of the Territory by section 73, by the same section reserving to itself the right of any further provisions.

The inclosed correspondence from the Department of the Interior, Washington, appear in strong confirmation of the views stated above.

The opinion of Mr. Vandevanter, Assistant Attorney-General for the Department of the Interior, is, in effect, that section 73 of the organic act continues to local authorities the power to issue land patents for the public lands of this Territory.

If this important authority is so continued it appears reasonable to suppose that all the provisions of the laws of Hawaii relating to public lands are continued, with the modifications and changes made by Congress, in full force and effect until Congress shall otherwise provide.

In indorsing the view of Governor Dole in the matter of homestead and right of purchase leases Mr. Ryan, acting Secretary, very directly states: "It was evidently not intended to change the existing provisions of the Hawaiian laws by which title to the public lands may be acquired, but it was the intention to continue those provisions in force for the present at least."

Consideration of the original report of the commission appointed to formulate an act for the government of the Territory of Hawaii, of Senate and House discussion and the evidence of parties present at the hearing in committee pending the passage of the organic act, leaves, in the opinion of the undersigned, no doubt of the intention of Congress in this matter, which intention, it is believed, is clearly expressed in the act approved April 3, 1900, and to which it has been the purpose of this office to conform.

I have the honor to be yours, very respectfully,

JACOB F. BROWN,
Commissioner of Public Lands, Territory of Hawaii.

November 9, 1900.

JOHN C. BAIRD, Esq.,
United States Attorney for Hawaii.

COMMISSION OF PUBLIC LANDS,
Honolulu, Hawaii, November 12, 1900.

JOHN C. BAIRD, Esq.,
United States Attorney for Hawaii.

DEAR SIR: In reply to the request for information contained in your communication of November 5, I beg to submit the following statements:

You will note that after the date of September 28, 1899, no transactions are recorded until after June 14, 1900, the date of the taking effect of the act to provide a government for the Territory of Hawaii, as approved April 30, 1900.

Understanding your request to apply only to transactions originating on or after September 28, 1899, I have not included transactions in continuance or completion of any contracts, agreements, or dispositions of public lands originating before such date.

For your further information in this matter, I beg to call your attention to the fact that there is a class of public land not within the control or management of this office.

This class of lands is referred to in section 186 of Civil Laws, as follows:

"*Provided, however, That this act shall not apply to the following classes and descriptions of land, the property of the government, all of which shall remain under the control and management of the minister of the interior:*

"Town lots, sites of public buildings, land used for public purposes, roads, streets, landings, nurseries, tracts reserved for forest growth and conservation of water supply, parks, and all lands which may hereafter be used for public purposes. All lands hereafter reserved by the commissioners for public purposes shall thereupon at once pass under the control and management of the minister of the interior."

By the act to organize the government of the Territory of Hawaii, the duties of the "minister of the interior," in this connection, devolve upon the superintendent of public works, and information as to transactions on the class of lands referred to should be obtained from the office of public works, this office not having official knowledge of such transactions.

PUBLIC LANDS NOTICE—OLAA TRACT, PUNA, HAWAII.

On Thursday, September 20, at the office of E. D. Baldwin, Hilo, Hawaii, will be at public auction about 200 lots, of 50 acres each, at upset prices of from \$1 to \$2 per acre, on following terms and conditions:

Purchaser may not acquire more than one lot.

The purchase price of the land to be paid within ten years, either in full at any time within said period of ten years, or in installments of one or more tenths of the purchase price on any interest date.

Interest at rate of 6 per cent per annum from date of agreement on unpaid balance of purchase price, payable semiannually, in advance.

Purchaser shall substantially improve his holding within one year from date of agreement, and shall from the end of second year have under cultivation at all times not less than 10 per cent of the premises. To entitle him to patent right giving fee simple title, he shall continuously maintain his home upon the premises for a term of six years and have at the end of such term 25 per cent of the premises under bona fide cultivation, or shall have maintained his home continuously upon the premises for four years and have under cultivation, at end of such period, 50 per cent of the premises, such maintaining of a home to begin at any time before the end of fourth year from date of agreement.

He shall plant, if not already growing, and maintain in good growing condition at end of second year until termination of agreement an average of not less than ten timber, shade, or fruit trees per acre.

He shall allow the agents of the government at all times to enter and examine the premises, and shall pay any taxes that may become due on the same.

At the end of the tenth year or earlier if all conditions necessary thereto have been substantially complied with, the purchaser shall be entitled to a land patent conveying in fee simple title to the land described in agreement of sale.

In case of default or failure to perform the required conditions the Commissioner may take possession of the premises and may sell the same at auction, either as a whole or in parcels, for cash or terms of time payments; and if such sale results in advance on the original price, the original purchaser to receive therefrom the amount of his payments to the government on account of purchase, without interest, and a pro rata share in such advance in proportion to the amounts of his payments. If such sale shall result, however, in a less price than the original the amount returned to him shall be charged with a pro rata amount of such decrease proportioned to the amounts of his payments.

An agreement of sale covering such conditions shall be made with the government and no assignment of interest under such agreement shall be made without the written consent of the commissioner of public lands.

J. F. BROWN,

Commissioner of Public Lands.

August 1, 1900.

Olaa sale.

Name.	Area.	Location.	Purchase price
Francisco I Bento	47 80	Olaa, Puna	\$625 00
G. V. Jakins	50	do	2 800 00
Mrs. N. A. Tracy	42 80	do	385 00
L. A. Andrews	46 77	do	155 00
A. Zimmerman	50	do	1 600 00
Joe Foida	50	do	1 580 00
Phillip Foida	48 51	do	1 200 00
John Moore	45 22	do	500 00
Miss E. Grubb	49 08	do	215 00
Antone Machado	49 08	do	255 00
Mrs. N. Omsted	49 51	do	300 00
Dr. Milton Rice	48 62	do	775 00
M. de F. Spinola	48 62	do	1 325 00
G. F. Affonso	49 08	do	1 500 00
M. J. de Gouvea	50	do	1 500 00
D. Lycurgus	49 08	do	1 600 00
Chas. Lycurgus	48 62	do	1 600 00
C. H. Brown	50	do	1 700 00
Mary Kelly Stacker	50	do	1 650 00
A. O. Stevens	48 61	do	1 950 00
Joe Duarte	48 22	do	1 600 00
E. G. Hitchcock	48 22	do	1 425 00
J. R. Souza	49 14	do	1 100 00
J. M. Herring	48 68	do	1 150 00
V. F. Schoen	47 76	do	1 330 00

Olaa sale—Continued.

No. of lot.	Name.	Area.	Location.	Purch price
26	D. W. Marsh	48.22	Olaa Puna.....	\$1.20
27	T. Katsunuma	49.54	.....do	1.15
28	R. J. Lyman	48.39	.....do	1.22
29	L. M. Whitehouse.....	49.08	.....do	1.00
30	J. M. Givens	50	.....do	1.00
31	R. E. Maynard	49.54	.....do	1.00
32	Dr. C. R. Blake	49.54	.....do	1.00
33	Chas. McGonagle	48.62	.....do	1.11
34	E. L. Rackliff	50	.....do	1.02
35	C. E. Sedwick.....	49.08	.....do	80
36	Joaquin J. Silva	50	.....do	72
37	Jose P. Amaral.....	49.08	.....do	80
41	Jose Borges	49.54	.....do	40
42	Ant. J. Estrella.....	49.54	.....do	50
43	Dennis Machado.....	49.08	.....do	61
44	John Figueira	49.08	.....do	60
45	M. Jolkivsky.....	50	.....do	60
46	Michal Pazyk.....	48.62	.....do	58
47	Engy Verbitsky.....	49.54	.....do	58
48	Jakub Markiewitch.....	49.08	.....do	58
186	Jan Ben Larsky.....	49.08	.....do	58
187	Peter Markiewitch	49.54	.....do	48
198	W. H. Lambert	50	.....do	90
199	John S. Pires.....	49.08	.....do	77
200	A. W. Hobson.....	50	.....do	77
201	Mrs. A. McGowan.....	48.62	.....do	92
202	E. N. Holmes	49.54	.....do	1.02
203	Miss Euna Griggs	49.54	.....do	1.00
204	A. H. Behrens	50	.....do	1.00
205	W. W. Bruner	49.08	.....do	1.00
206	Manuel I. Endio	48.39	.....do	1.12
207	W. Rockey.....	48.04	.....do	1.00
208	Miss G. McCannon.....	48.90	.....do	1.04
209	Dr. John Grace	48.64	.....do	1.00
210	J. B. Schoen	49.54	.....do	97
211	R. Hawthrust, jr.....	50	.....do	1.10
212	C. K. Lyman.....	49.08	.....do	1.00
213	J. Rils.....	49.30	.....do	1.10
214	Mrs. M. E. Smith.....	48.62	.....do	1.80
215	C. E. Wright	50	.....do	1.70
216	A. H. Jackson	50	.....do	1.50
217	Dr. M. Wachs.....	48.62	.....do	1.20
218	R. H. Bowman	49.08	.....do	1.08
219	A. G. Curtis.....	50	.....do	85
220	Virginia H. Curtis.....	49.08	.....do	91
221	G. M. Gouvea, jr.....	48.62	.....do	29
222	Frank Silva.....	48.62	.....do	72
223	S. Kapu	49.54	.....do	1.20
224	J. Rocha	49.08	.....do	1.00
225	Frank G. Rosa	49.08	.....do	1.00
226	Mrs. E. Elliott.....	49.08	.....do	48
227	Manuel Delima.....	49.77	.....do	80
228	J. P. Amaral.....	44.78	.....do	28
229	Mahi Lonoaea	38.65	.....do	77
246	E. Medeiros	50	.....do	100
263	Antonio Lorencio.....	50	.....do	40
264	M. Rockey	50	.....do	42
265	George Dunker	50	.....do	45
195	Andrew Sajuwiz.....	48.62	.....do	540
196	Manuel Ignacio.....	50	.....do	60
197	Eugene Lyman	49.08	.....do	600

The foregoing sales in Olaa, Puna, Hawaii, were made in accordance with section 201 of "Civil Laws," at public auction in Hilo, Hawaii, September 20, 1900, on the terms and conditions set forth in printed notice inclosed.

The land was sold in lots of about 50 acres each and is covered with heavy forest and jungle growth characteristic of the wet districts of Hawaii, being suitable after clearing to cultivation of coffee, sugar cane, citrus fruits, and general products.

The amount thus sold, about 4,000 acres, is portion of a large tract having the same general qualities and a total area of about 20,000 acres, which has all been carefully surveyed and upon which an expenditure for surveys and the building of roads has been made by the local authorities to the amount of \$30,000 or \$40,000.

These lands are connected by good roads with the town of Hilo, and lie from 10 to 20 miles from same.

The accompanying list of purchasers was prepared immediately after the sale and is presumably complete.

The agreements of sale to be made with purchasers for these lots have not yet been granted, but are in process of execution in the subagent's office in Hilo, to be presented at this office for signature.

Special agreement: Date of agreement, August 1, 1900; purchaser, James D. Dole; area, 61 acres; location, lot 10, Wahiawa Waialua, Oahu; purchase price, \$4,000.

The above agreement of sale was made under section 201 of "Civil Laws," the land concerned having been sold at public auction in Honolulu, July 28, 1900, for the purchase above.

This lot is agricultural land about 20 miles from Honolulu, at an elevation of about 1,200 feet. It is open land suited to general farming purposes and was sold under conditions as follows:

One-fifth of the purchase price cash, the remainder in four equal installments. Purchaser to maintain his home continuously on the premises from the end of first year to end of fourth year of agreement.

Twenty-five per cent of the land to be put under bona-fide cultivation by end of fourth year.

The above conditions are embodied in the agreement of sale duly issued and noted above.

Cash sale: Date of sale, October 22, 1900; purchaser, Mrs. S. C. Allen; area, 50 acres; location, Ewa, Oahu; purchase price, \$315.

The land concerned above is a small lot of swampy land, portion of old fish pond on the line of Oahu railway about 10 miles from Honolulu.

No land patent or deed for above lot has yet been issued.

General leases: Date of lease, September 1, 1900; No. 528; lessee, A. Enos & Co.; term, five years; area, 25,000 acres; location, Kahikinui, Maui; annual rental, \$3,010.

The above lease was made upon sale at auction, September 1, 1900, after 30 days' public notice. The lease is for term of five years from February 1, 1901, expiring February 1, 1906.

This tract of land, estimated at 25,000 acres, covers the arid and almost waterless lands of the Kahikinui district, Maui. A large portion of this land is represented by absolutely barren lava flows. It has, however, a reasonable amount of pasture in favorable seasons, and brackish water is obtained at the coast. This Kahikinui district appears practically devoid of agricultural possibilities, but the lease provides for the taking up of any land without reduction in rent, if the same is desired for settlement.

Lease further requires an annual expenditure of \$200 in eradicating lantana from the land.

The rental obtained is considered by this office a good one.

Grant of right of way: Date, November 1, 1900; grantee, Theo. F. Lansing; location, Waiahole, Oahu; annual fee, \$10.

The above is a grant of right of way for a pipe line for conveyance of water across public land at Waiahole, Koolau, Oahu, and between certain lands owned by the grantee. This right of way is granted for thirty years at an annual fee of \$10, in accord with intent and purpose of "An act to regulate the acquisition of right of way over the lands of others," approved August 13, 1895 (see Civil Laws, chap. 114), and is for right of way only, not conferring any water rights.

WATER RIGHTS.

No leases, sales, or contracts have been completed with reference to any water rights since the date of September 28, 1899.

A lengthy consideration has been given, however, to the joint application of the Waialua Agricultural Company and the Hawaiian Fruit and Plant Company to enter upon certain public land in Waialua district for the purpose of constructing dams, reservoirs, flumes, etc., for the utilization of lands of those companies lying below. The matter is somewhat complicated and difficult of clear explanation, but is substantially as follows:

The Waialua Agricultural Company is the undoubted owner of large water rights in the stream known as the Kaukonohua stream; the north branch of this stream flows on public land known as the mountain portion of Wahiawa. No one lives on this mountain portion and no use of the water has ever been made on that tract. The stream continues its flow through this mountain tract and through private lands below to Waialua plantation, some 9 or 10 miles away, where it has been used for many years for irrigation and plantation purposes, and previous to that for the cultivation of the original Kuleanas or native holdings, now almost wholly acquired by the Waialua Agricultural Company.

Near to this stream, but not adjoining the same except at the lower end, is a tract of about 1,300 acres which was subdivided and taken up by a "settlement associa-

tion" under the terms of the Hawaiian land laws. The north and south branches of the Kaukonohua stream unite at the lower end of this tract, passing in deep ravines through lots 1 and 2. The holders of these lots, therefore, have certain limited riparian rights, but more particularly are possessed of valuable dam sites of great capacity, which the Waialua Agricultural Company desires to use. The holders of lots 1 and 2, however, with other members of the settlement association, constitute the Hawaiian Fruit and Plant Company, which company desires to obtain water for the whole of the 1,300 acres of public land taken up by settlers. To this end, therefore, it is proposed that a new water company shall be formed comprising the Waialua Agricultural Company and the Hawaiian Fruit and Plant Company, which company, if their application to the government is granted, erect dams and reservoirs on the mountain portion of Wahiawa, and thereby be able to deliver water by gravity at the near the upper end of the settlement tract, and enable all the lands of that tract to receive a due supply. Surplus water will be directed to and stored in the lower reservoirs on lots 1 and 2 for further use on lower lands of the Waialua Agricultural Company.

In view of the fact of the large control of the water rights of this stream by the Waialua Agricultural Company, estimated by them at practically the whole of the usual flow, and certainly known to be large, and of the desire of the government to obtain water for the settlers on public lands, very earnest consideration has been given to this question. The following proposition embodies the view of the Territorial officials, and is fully in accord with the view held in this office:

That for the privilege of entering upon this upper tract of public land for the purpose named, the proposed new company shall pay to the government an annual sum of 10 per cent of the net profits, with a minimum of \$3,000 per year.

This arrangement to be subject to readjustment at the end of twenty years, upon such readjustment to continue to the end of the life of the company, at least twenty-seven years longer.

This proposition has been presented to the applicants, but no acceptance of it has been received.

It is, I believe, in every way a proposition favorable to the government. The sketch herewith will perhaps assist in the understanding of the points in issue.^a

I am not able to state with certainty the flow of the north branch of the Kaukonohua stream concerned in this application.

It is a valuable perennial stream, but varies greatly in its flow.

The parties applying for permission to enter on this upper tract of public land propose to construct a ditch (shown in plan as "proposed ditch") of a capacity of 50,000,000 gallons daily, this, however, having in view the carrying of storm water as well as usual flow.

It is proposed by applicants to expend on this work and on the lower large tract on lots 1 and 2 an amount up to \$250,000.

The foregoing is a full statement of the transactions of this office September 1899, to date other than the usual routine work of the office and such transactions as applied to matters originating before that date.

I remain, very respectfully,

J. F. BROWN,

Commissioner of Public Lands Territory of Hawaii

DEPARTMENT OF JUSTICE,
OFFICE OF UNITED STATES ATTORNEY, DISTRICT OF HAWAII,
Honolulu, November 12, 1900

J. F. BROWN, Esq.,

Commissioner of Public Lands, Honolulu, Hawaii.

DEAR SIR: I beg to acknowledge receipt of your letter of this date inclosing statement requested by my letter of the 5th instant and covering "the transactions of this (your) office from September 28, 1899, to date other than the usual routine work of the office and such transactions as applied to matters originating before that date."

Thanking you very kindly for your courtesy in the premises, I remain,
Yours, very respectfully,

JOHN C. BAIRD

^a The sketch above referred to is on file in this office.

SCHEDULE B.

EXECUTIVE CHAMBER,
Honolulu, November 9, 1900.

MR. E. A. HITCHCOCK,
Secretary of the Interior, Washington, D. C.

SIR: Mr. J. F. Brown, commissioner of public lands, informs me that Mr. Baird, district attorney at the Federal court of the Territory of Hawaii, has recently told me that he has been instructed to inquire into the legality of Hawaiian land transactions since September, 1899, with authority to contest their validity, and that he is of the opinion that there is no authority in the Territorial government to sell public lands.

Upon the going into effect of the "Act to provide a government for the Territory of Hawaii," on the 14th of June last, with the provisions contained in sections 73 and 91 of the same relating to the Hawaiian public lands, I supposed that authority was thereby conferred upon the Territorial government to dispose of public lands in the Territory under the provisions of the Laws of Hawaii Relating to Public Lands.

The limitations of leases of agricultural lands to terms of five years, as provided in said section 73, raised a doubt in my mind as to homestead leases and rights of purchase leases, whether such limitation applied to them, and I wrote you for instructions in the matter July 10. Your letter, dated July 27, was duly received by me. This letter stated that such limitation does not apply to homestead leases and rights of purchase leases, and explains that "it was evidently not intended to change the existing provisions of the Hawaiian law by which title to the public lands may be acquired, but it was the intention to continue those provisions for the present at least."

With this letter, together with the provisions of the organic act referred to, my mind was clear as to the authority of this government to act under the Hawaiian laws and the Territorial act in the matter of land transactions, and the commissioner of public lands was instructed to proceed with the work of his department.

Mr. Brown has taken up the work of furnishing land to settlers in several directions, and has in Oloa, Hawaii, disposed of a considerable number of holdings upon conditions of time payment, residence, and improvement. These intending settlers would be much prejudiced if their interests already acquired in these holdings should be set aside as invalid, or even if doubt and uncertainty should be thrown upon them by litigation.

There is a considerable demand for lands for settlement purposes from Hawaiians, Portuguese, and Americans, and probably from persons of other nationalities, and it seems important, from a public standpoint, that the work of furnishing such persons with homesteads should not again be brought to a standstill.

I need hardly call your attention to the embarrassment which such action would cause the Territorial government by making it appear either that it does not understand its duties or is not anxious to keep within its authority.

I have the honor to be, sir, very respectfully,

SANFORD B. DOLE.

DEPARTMENT OF THE INTERIOR,
Washington, December 10, 1900.

THE GOVERNOR OF HAWAII.

SIR: Referring to your letter of this 13th ultimo, inclosing a statement by the commissioner of public lands of his views respecting the authority of the Hawaiian officers over the public lands in Hawaii, I transmit herewith a copy of a letter of the 4th instant, to the Attorney-General, from the Assistant Attorney-General assigned to this Department, which expresses the views of the Assistant Attorney-General upon the question discussed by the commissioner of public lands in the statement above named. The views of the Assistant Attorney-General were reached after a consideration of the statement prepared by the commissioner of public lands and of a like statement, but reaching a different conclusion, prepared by the United States attorney for the district of Hawaii.

The views of the Assistant Attorney-General, as expressed in his letter of the 4th instant, have my approval.

Very respectfully,

E. A. HITCHCOCK, Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE ATTORNEY-GENERAL,
Washington, December 4, 1900.

The ATTORNEY-GENERAL.

SIR: Answering your letter of the 3d instant, inclosing a letter of the ——— ultimatum from the United States attorney for the district of Hawaii, together with a brief prepared by him and copies of correspondence, all relative to the authority of the public officers of the Territory of Hawaii to sell, lease, or otherwise dispose of public lands in the Hawaiian Islands, I have read the inclosures named, but I do not agree with the United States attorney in his conclusion that the public officers of the Territory of Hawaii are not authorized to sell, lease, or otherwise dispose of public lands in the Hawaiian Islands. While the grant of authority could have been more plainly stated, it seems to me that the question is free from difficulty, and that subject to certain specified changes and amendments the act of April 30, 1900 (31 Stat. 141), continues in force "the laws of Hawaii relating to public lands, and there provides a system whereby the public lands in those islands may be disposed of until Congress shall otherwise provide." These public lands are not granted to the Territory, but Congress in the exercise of its power and discretion has made the Hawaiian officers and Hawaiian laws, subject to the changes and amendments specified, its instruments for the time being for the disposal of these lands.

In your letter to me it is said "he (United States attorney) seems to have come to a conclusion opposed to that in your report of July 10, 1900, to the Secretary of the Interior."

There was no report, letter, or opinion from me upon this subject at or about the time named, but I find a letter from Acting Secretary Ryan to the governor of Hawaii, dated July 27 last, and an opinion from myself to the Secretary of the Interior, dated October 16 last, both of which may be said to be opposed to the general views expressed by the United States attorney for Hawaii.

If this communication does not answer the purpose intended to be effected by your letter to me, I will be glad to await your further direction in the premises.

Herewith are the papers accompanying your letter.

Very respectfully,

WILLIS VAN DEVANTER,
Assistant Attorney-General.
EDWARD S. BOYD,
Secretary of the Commission of Public Lands.

LAND TRANSACTIONS, REPUBLIC OF HAWAII, JULY 7, 1898, TO SEPTEMBER 30, 1899.

[Approved by the President of the United States November 30, 1900.]

COMMISSION OF PUBLIC LANDS, HONOLULU, HAWAII.

Land patents issued in completion of homestead agreements made under homestead acts prior to land act of 1896.

FIRST LAND DISTRICT, COMPRISING THE DISTRICTS OF PUNA AND HILO, ISLAND OF HAWAII.

No. of patent.	Patentee.	Date.	Location.	District.	Island.	Consideration.	Area.
4198	Joe da Costa Daniel	July 19, 1898	Kalwiki	Hilo	Hawaii	\$199.50	1.12
4260	Yeitaro Kobayashi	Nov. 10, 1898	do	do	do	98.65	19.73
4261	Wakasa	do	do	do	do	130.69	18.67
4264	Hanauka Judo	Dec. 9, 1898	do	do	do	109.14	18.19
4267	Manoel Pavao	Dec. 21, 1898	do	do	do	205.30	20.58
4298	Wat Manabe	Mar. 23, 1899	do	do	do	50.10	16.70
4337	R. Rooney	Aug. 17, 1899	Nanawale	Puna	do	136.04	22.68
4380	Chas. E. Alley	Sept. 1, 1899	do	do	do	77.00	19.40
4381	Andrew Neilson	do	do	do	do	60.69	20.23
4382	Mrs. J. Smithies	do	do	do	do	50.67	20.27

SECOND LAND DISTRICT, COMPRISING THE DISTRICTS OF HAMAKUA AND KOHALA, ISLAND OF HAWAII.

4199	Kelikuewa	July 19, 1898	Kaunahulu	Hamakua	Hawaii	\$160.90	16.90
4201	Jas. Mitchell	July 25, 1898	Ahualoa	do	do	88.57	11.81
4202	Toyoshima	do	do	do	do	149.62	19.95
4203	Manuel Franco	do	Kulua	do	do	236.00	11.80
4204	Domingos Ferreira	do	do	do	do	204.00	10.20
4205	Pahao	do	Kaunahana	do	do	140.00	7
4211	Manl. Gonsalves	do	Ahualoa	do	do	151.00	15.10
4214	Manl. de L. Cravalho	July 28, 1898	Paauiio	do	do	132.50	26.50
4215	C. W. Backeberg	do	do	do	do	171.75	22.90
4216	Manl. Pimental	do	do	do	do	144.00	19.20
4226	Antone de Sousa	Aug. 8, 1898	do	do	do	97.50	10.70
4227	Narcisso de Mello	do	Ahualoa	do	do	166.80	16.68
4229	Antone de Giar	do	Paauiio	do	do	97.50	9.70
4231	Manl. B. Cravalio	do	do	do	do	72.50	6.90
4232	Joao de Mello	Aug. 9, 1898	Ahualoa	do	do	125.10	16.68

Land patents issued on cash sales at auction (under Part IV of land act, 1895).

FIRST LAND DISTRICT, COMPRISING THE DISTRICTS OF PUNA AND HILO, ISLAND OF HAWAII

No. of patent.	Patentee.	Date.	Location.	District.	Island.	Consideration.	Area.
4217	July 28, 1898	Kawainui	Hilo	Hawaii	\$100.00	4.69
4228	Aug. 5, 1898	Olas	Puna	do	49.50	8.79
4299	Mar. 23, 1899	Kehena	do	do	111.00	21.06

SECOND LAND DISTRICT, COMPRISING THE DISTRICTS OF HAMAKUA AND KOHALA, ISLAND OF HAWAII.

4206	J. Driscoll	July 20, 1898	Ahuakoa	Hamakua	Hawaii	\$20.00	1.00
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FOURTH LAND DISTRICT, COMPRISING THE ISLANDS MAUI, MOLOKAI, LANAI, AND KAHOO LAWE.

4360	Pioneer Mill Co	Aug. 17, 1899	Honokowai	Kaanapali	Maui	\$500.00	5.00
4373	Nahiku Sugar Co., Limited	Sept. 1, 1899	Nahiku	Koolau	do	135.00	7.00
4374	do	do	do	do	do	1,868.00	74.74
4375	do	do	do	do	do	919.00	26.70
4376	do	do	do	do	do	650.00	23.60
4377	do	do	do	do	do	2,364.00	118.20
4378	do	do	do	do	do	516.00	103.20

FIFTH LAND DISTRICT, COMPRISING THE ISLAND OF OAHU.

4200	Waianae Co	July 19, 1898	Waianae	Waianae	Oahu	\$100.00	4.00
4270	Honolulu Sugar Co	Jan 7, 1899	Aiea	Ewa	do	10,000.00	94.00
4317	Rt. Rev G. F. Roper	May 10, 1899	Pouhala	do	do	200.00	1.00
4329	Waianae Co	June 19, 1899	Waianae Valley	Waianae	do	100.00	1.00

SIXTH LAND DISTRICT, COMPRISING THE ISLANDS OF KAUAI AND NIIHAU.

4262	Mahee Sugar Co	Dec 6, 1898	Kamaleomao	Puna	Kauai	\$500.00	44.50
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SECOND LAND DISTRICT, COMPRISING THE DISTRICTS OF HAAKUA AND KOHALA, ISLAND OF HAWAII.

4210	Elizabeth W. Lyons	July 25, 1898	Puukapu	Kohala	Hawaii	18.98
4268	Z. Paakihl	Dec. 21, 1898	.....do .....	.....do .....	.....do	21.24

Land patents issued on Olaa Reservation lots (under Part IX of land act, 1895).

FIRST LAND DISTRICT, COMPRISING THE DISTRICTS OF HILO AND PUNA, ISLAND OF HAWAII.

4206	Samuel Sachs	July 19, 1898	Olaa	Puna	Hawaii	82.15
4207	.....do .....	.....do .....	.....do .....	.....do .....	.....do	167.85
4220	R. Mason	Aug. 5, 1898	.....do .....	.....do .....	.....do	96.20
4221	.....do .....	.....do .....	.....do .....	.....do .....	.....do	78.60
4222	Camio C. Rezentics .....	.....do .....	.....do .....	.....do .....	.....do	8.18
4235	Robt. Rycroft	Aug. 11, 1898	.....do .....	.....do .....	.....do	912.78
4237	W. A. McKay	Sept. 21, 1898	.....do .....	.....do .....	.....do	98.12
4238	.....do .....	.....do .....	.....do .....	.....do .....	.....do	98.86
4253	Ikeda	Sept. 26, 1898	.....do .....	.....do .....	.....do	20.00
4254	M. Egawa and S. Hiraoka .....	.....do .....	.....do .....	.....do .....	.....do	68.72
4255	S. Hiraoka and Nago .....	.....do .....	.....do .....	.....do .....	.....do	113.20
4258	J. R. Hall	Nov. 1, 1898	.....do .....	.....do .....	.....do	28.80
4263	Chas. Furneaux	Dec. 6, 1898	.....do .....	.....do .....	.....do	142.80
4296	Robert Zink	Mar. 23, 1899	.....do .....	.....do .....	.....do	182.89
4297	.....do .....	.....do .....	.....do .....	.....do .....	.....do	97.25
4300	Olaa Coffee Co., Limited	Apr. 8, 1899	.....do .....	.....do .....	.....do	102.00
4301	.....do .....	.....do .....	.....do .....	.....do .....	.....do	846.66
4302	.....do .....	.....do .....	.....do .....	.....do .....	.....do	428.14
4303	.....do .....	.....do .....	.....do .....	.....do .....	.....do	856.91
4304	J. D. Abercrombie	Apr. 20, 1899	.....do .....	.....do .....	.....do	303.02
4305	Robt. Abercrombie .....	.....do .....	.....do .....	.....do .....	.....do	199.80
4306	Geo. Mason, W. H. Johnson, and D. Thas- num.	May 10, 1899	.....do .....	.....do .....	.....do	197.66
4307	.....do .....	.....do .....	.....do .....	.....do .....	.....do	83.65
4308	.....do .....	.....do .....	.....do .....	.....do .....	.....do	49.67
4309	H. Iten and Adler .....	.....do .....	.....do .....	.....do .....	.....do	66.68
4310	.....do .....	.....do .....	.....do .....	.....do .....	.....do	97.87
4311	Albert E. Sutton .....	.....do .....	.....do .....	.....do .....	.....do	100.00
4312	.....do .....	.....do .....	.....do .....	.....do .....	.....do	66.83
4313	August Iten .....	.....do .....	.....do .....	.....do .....	.....do	133.17
4314	.....do .....	.....do .....	.....do .....	.....do .....	.....do	48.80
4315	K. Otsuka .....	.....do .....	.....do .....	.....do .....	.....do	148.97
4318	Jarrett T. Lewis	May 26, 1899	.....do .....	.....do .....	.....do	95.77
4319	Hattie S. Lewis .....	.....do .....	.....do .....	.....do .....	.....do	100.00
4320	D. Sasakura .....	.....do .....	.....do .....	.....do .....	.....do	150.00
4321	T. O. Wilson .....	.....do .....	.....do .....	.....do .....	.....do	20.00
						146.40
						439.20
						149.01
						200.04
						837.90
						300.00
						200.49
						399.51
						146.40
						446.92
						511.12
						100.00
						500.00
						60.00
						439.20

Land patents issued on *Olaa* Reservation lots (under *Part IX* of land act, 1895)—Continued.

FIRST LAND DISTRICT, COMPRISING THE DISTRICTS OF HILO AND PUNA, ISLAND OF HAWAII—Continued.

No. of patent.	Patentee.	Date.	Location.	District.	Island.	Consideration.	Area.
4322	A. Sunter	July 19, 1898	Olaa	Puna	Hawaii	\$776.40	169.10
4323	Felix Brughelli	June 19, 1899	do	do	do	788.56	178.32
4324	do	do	do	do	do	65.04	21.68
4325	Mrs. Alice Brughelli	do	do	do	do	232.20	77.40
4326	do	do	do	do	do	357.80	122.60
4327	M. U'veda, Fugimoto K. Funatsu, and A. H. Brown.	do	do	do	do	150.00	50.00
4328	Chas. Supe, trustee.	do	do	do	do	598.00	199.34
4334	Mrs. S. E. Sunter	July 18, 1899	do	do	do	372.00	62.02
4335	do	do	do	do	do	413.94	137.98
4345	E. G. Hitchcock, deceased	Aug. 17, 1899	do	do	do	800.00	200.00
4346	Dr. W. L. Moore.	do	do	do	do	471.08	95.30
4347	do	do	do	do	do	279.36	98.12
4348	Chas. J. Wall.	do	do	do	do	150.00	50.00
4349	do	do	do	do	do	450.00	150.00
4350	J. Pope Howatt	do	do	do	do	488.50	97.25
4351	do	do	do	do	do	308.25	102.75
4352	H. Kuwabara and S. Maruichi	Sept. 1, 1899	do	do	do	128.50	41.50
4353	do	do	do	do	do	475.50	158.50
4354	Richard Sweasey	Aug. 17, 1899	do	do	do	300.00	100.00
4355	do	do	do	do	do	300.00	100.00
4356	Geo. A. Dauphiny	do	do	do	do	300.00	100.00
4375	do	do	do	do	do	300.00	100.00
4358	F. Steininger	Aug. 16, 1899	do	do	do	384.00	128.00
4359	do	do	do	do	do	216.00	72.00
4361	Alfred H. Brown	do	do	do	do	146.08	41.86
4362	do	do	do	do	do	474.42	158.14
4363	H. G. Junkin	Aug. 17, 1899	do	do	do	603.80	168.50
4364	do	do	do	do	do	94.50	31.50
4365	Willie Elderts	Aug. 16, 1899	do	do	do	328.80	82.20
4366	J. W. Morris	do	do	do	do	269.10	86.70
4367	do	do	do	do	do	339.90	113.80
4368	J. P. Sisson	do	do	do	do	472.70	140.90
4369	do	do	do	do	do	177.80	59.10
4379	Dr. W. L. Moore	Sept. 1, 1899	do	do	do	34.74	11.58

4218	Bolabola	July 29, 1898	Kaholo and Kaupulu	Hamakua	Hawaii	9.50
4224	J. Vierra	Aug. 5, 1898	Ponahawai	Hilo	do	1.02
4225	Antone de Souza	do	Paauilo	Hamakua	do	12.50
4228	Antone de Glar	Aug. 8, 1898	do	do	do	15.70
4230	Man'l B. Cravallo	do	do	do	do	10.30
4269	Mrs. Mamea Richards	Dec. 21, 1898	Kamiloa	Kona	Molokai	20.00
4282	Kahilo (w)	Feb. 13, 1899	Ponahawai	Hilo	Hawaii	2.50
4316	Man'l M. Gosmao	May 10, 1899	Malua	do	do	4.05

Land patents pending.

Patentee.	Area.	Location.	District.	Island.	Consideration.	Remarks.
Marlon de Carmo	17.65	Waiakoa	Kula	Maul	\$88.25	Homestead.
L. L. McCandless	2.80	Kahikiea	Ewa	Oahu	210.00	Cash purchase.
Honolulu Sugar Co., Limited	6.80	Pohakupu	do	do	205.00	Do.
Kamaki	58.50	Olaa	Puna	Hawaii	170.00	Olaa Reservation.
Misses I. Renwick and J. Brockie	97.25	do	do	do	488.50	Do.
Do	102.75	do	do	do	308.25	Do.
C. W. Hill	47.25	do	do	do	288.50	Do.
Do	150.00	do	do	do	450.00	Do.
A. W. Richardson	129.40	do	do	do	598.72	Do.
Do	25.40	do	do	do	76.20	Do.
Do	29.70	do	do	do	89.10	Do.
J A. Maguire	304.00	Ooma	N. Kona	do	351.00	Cash purchase.

Special agreement sales on time payment (under Part IV of land act, 1895).

FIRST LAND DISTRICT.

No. of agreement.	Name.	Date.	Location.	District.	Island.	Purchase price.	Area.
138	H. J. Lyman	July 20, 1898	Kahe	Puna	Hawaii	\$490.00	89.43
144	L. B. Maynard	Jan. 16, 1899	Kahoabuna	Hilo	do	670.00	66.90
	L. A. Andrews		Ponahawai	do	do	550.00	98.20
	John M. Ross		Kahuku	do	do	460.00	19.65

Special agreement sales on time payment (under Part IV of land act, 1895)—Continued.

SECOND LAND DISTRICT.

No. of agree-ment.	Name.	Date.	Location.	District.	Island.	Purchase price.	Area.
145	Antone P. Soares	Mar. 25, 1899	Kaahuhuu	Kohala	Hawaii	\$84.00	11.30
146	Eliza K. Peahl	do	do	do	do	121.00	10.08
147	Julho Furtado	do	do	do	do	20.00	6.65
148	C. L. Kimokeo	do	do	do	do	41.00	6.60
149	M. G. Clement	do	do	do	do	52.00	17.01
150	Hugh P. King	do	do	do	do	160.00	23.23
151	Mary Anderson	do	do	do	do	105.00	18.31
152	Frank Caltano	do	do	do	do	39.00	12.80
153	Joao de Franca	do	do	do	do	31.00	10.00
154	W. H. Kaniho	do	do	do	do	24.00	7.90
155	Nakoholua	do	do	do	do	31.00	10.00
156	John de Nevas	do	do	do	do	43.00	14.08
157	Kuamoo	do	do	do	do	41.00	13.60
158	Kalawa	do	do	do	do	45.00	14.70
159	A. K. Eldredge	do	do	do	do	40.00	13.30
160	Manl. de Martins	do	do	do	do	37.00	12.10
161	Robt. Laing	do	do	do	do	47.00	12.10
162	Sam Hook	do	do	do	do	32.00	10.54
163	Peter R. Neilson	do	do	do	do	43.00	14.25
164	Annie K. Pulas	do	do	do	do	40.00	13.00
165	D. W. Kawaimaka	do	do	do	do	22.00	7.17
166	Mrs. K. Keahl	do	do	do	do	27.00	27.64
167	O. C. de Souza	do	do	do	do	83.00	8.81
168	Levi Manu	do	do	do	do	95.00	25.50
169	Antone Luiz	do	do	do	do	109.00	36.00
170	Sam Halekul	do	do	do	do	117.00	38.89
171	Eliza Atkins	do	do	do	do	108.00	35.85
172	Wight Atkins	do	do	do	do	87.00	28.25
173	R. H. Atkins	do	do	do	do	115.00	38.26
174	Frank Atkins	do	do	do	do	97.00	32.26
178	J. Watt and David Forbes	do	do	do	do	1,500.00	20.00

THIRD LAND DISTRICT.

175	Sanford B. Dole	May 1, 1899	Puuanahulu	North Kona	Hawaii	\$75.00	30.04
176	J. M. Hind	do	do	do	do	50.00	20.02
177	Mrs. F. N. Low	do	do	do	do	45.00	18.07

FOURTH LAND DISTRICT.

141	Mrs. Mary Hanuna.....	Dec. 17, 1898.....	Nahiku.....	Koolau.....	Maul.....	\$940.00.....	104.25
142	W. A. McKay.....	do.....	do.....	do.....	do.....	1,700.00.....	95.25
143	Kuwabara Jutaru.....	do.....	do.....	do.....	do.....	405.00.....	46.45

Cash freehold agreements (under Part VII of land act, 1895).

SECOND LAND DISTRICT.

5	Joe Kala.....	Apr. 1, 1899.....	Puukapu.....	Kohala.....	Hawaii.....	\$34.22.....	13.69
6	Martin Campbell.....	July 31, 1899.....	do.....	do.....	do.....	33.20.....	13.48
7	Keawe 2.....	Sept. 14, 1899.....	do.....	do.....	do.....	51.70.....	20.68
8	Mauna.....	Sept. 21, 1899.....	do.....	do.....	do.....	50.42.....	20.17

Right of purchase leases (under Part VII of land act, 1895).

FIRST LAND DISTRICT.

163	J. P. Macfarlan.....	July 20, 1898.....	Ponahawai.....	Hilo.....	Hawaii.....	\$323.90.....	53.90
164	H. L. Shaw.....	Oct. 1, 1898.....	Olaa.....	Puna.....	do.....	640.00.....	100
169	C. Slavin.....	do.....	do.....	do.....	do.....	600.00.....	100
171	Peter Martin.....	do.....	do.....	do.....	do.....	180.00.....	30
172	N. de Federoff.....	Aug. 18, 1898.....	do.....	do.....	do.....	800.00.....	50
173	S. Hoolohe.....	Sept. 20, 1898.....	Kahuku.....	do.....	do.....	332.08.....	39.03
175	M. Cabrinha.....	do.....	do.....	do.....	do.....	100.95.....	20.19
177	H. E. Soule.....	Nov. 18, 1898.....	Maulua.....	do.....	do.....	485.00.....	97
178	Henry L. Hayes.....	do.....	do.....	Hilo.....	do.....	500.00.....	100
179	P. H. Soule.....	do.....	do.....	do.....	do.....	500.00.....	100
180	Albert James.....	do.....	do.....	do.....	do.....	500.00.....	100
181	J. C. Ridway.....	do.....	do.....	do.....	do.....	500.00.....	100
182	H. L. Wheatley.....	do.....	do.....	do.....	do.....	500.00.....	100
183	H. B. Gehr.....	do.....	do.....	do.....	do.....	467.50.....	93.50
184	H. C. Davis.....	do.....	do.....	do.....	do.....	500.00.....	100
185	Jose Vierra.....	Jan. 1, 1899.....	do.....	do.....	do.....	267.00.....	17.80
186	P. E. Harkins.....	Jan. 19, 1899.....	Kaohoe.....	Puna.....	do.....	591.16.....	84.45
187	T. O. Mitchell.....	Jan. 24, 1899.....	Kalawiki.....	Hilo.....	do.....	352.00.....	44
188	A. F. Gil.....	do.....	Kahuku.....	do.....	do.....	95.55.....	19
189	F. G. da Rosa.....	Apr. 1, 1899.....	Kaohoe.....	Puna.....	do.....	369.24.....	61.54
190	Walter Nicolls.....	do.....	Maulua.....	Hilo.....	do.....	1,185.00.....	108
191	Antone Gomes, jr.....	Feb. 6, 1899.....	Kahuku.....	do.....	do.....	39.00.....	13
193	G. D. Supe.....	Feb. 8, 1899.....	Olaa.....	Puna.....	do.....	800.00.....	100
195	J. Mills.....	Apr. 1, 1899.....	Kaohoe.....	do.....	do.....	591.70.....	84.53
196	B. B. B. Stevens.....	do.....	Opihikao.....	do.....	do.....	393.00.....	78.60

Right of purchase leases (under Part VII of land act, 1895)—Continued.

FIRST LAND DISTRICT—Continued.

No. of agree- ment.	Name.	Date.	Location.	District.	Island.	Purchase price.	Area.
197	Elsa Grubb	Apr. 1, 1899	Kahe.....	Puna.....	Hawaii.....	\$497.50	99.50
198	J. F. Armstrong.....	Apr. 17, 1899	.....do.....	.....do.....	.....do.....	486.60	87.82
199	Joseph L. Carter.....	.....do.....	.....do.....	.....do.....	.....do.....	418.00	83.60
200	David Auka.....	Apr. 19, 1899	.....do.....	.....do.....	.....do.....	456.60	91.12
201	John Rapoza	Apr. 20, 1899	.....do.....	.....do.....	.....do.....	462.05	92.41
202	C. F. Brush .....	.....do.....	.....do.....	.....do.....	.....do.....	395.22	98.83
203	Emma Barnard.....	Apr. 26, 1899	.....do.....	.....do.....	.....do.....	198.40	49.60
204	Thos. C. Ridgway	Apr. 1, 1899	Maulua.....	Hilo.....	.....do.....	500.00	100
205	Chas. G. Woodman	June 16, 1899	.....do.....	.....do.....	.....do.....	500.00	100
194	B. H. Sharpless .....	.....do.....	Olaa	Puna .....	.....do.....	.....	48.97

SECOND LAND DISTRICT.

88	Kini Koukula (w)	July 21, 1899	Puukapu	Kohala.....	Hawaii.....	\$40.05	16.02
89	J. Cheseboro.....	July 24, 1899	.....do.....	.....do.....	.....do.....	52.95	21.18
90	Haau.....	.....do.....	.....do.....	.....do.....	.....do.....	39.17	15.67
91	Rose Kaopua.....	.....do.....	.....do.....	.....do.....	.....do.....	42.22	16.09

THIRD LAND DISTRICT.

13	E. Kalua.....	Feb. 1, 1899	Kukulopae	South Kona	Hawaii.....	\$54.09	18
14	L. Ahuna .....	.....do.....	.....do.....	.....do.....	.....do.....	98.87	29.08

FOURTH LAND DISTRICT.

49	J. S. Garnett	Mar. 1, 1899	Kaupo.....	.....	Maul	\$271.82	90.44
50	Pupule	Aug. 1, 1899	Kahakuloa .....	.....	.....do.....	396.90	287.38

HAWAIIAN INVESTIGATION.

1	C. Pulman	Jan. 30, 1899	Waialua	Waialua	Onahu	\$168.00	42
2	E. C. Rhoades	Jan. 31, 1899	do	do	do	240.00	60
3	A. W. Farnes	do	do	do	do	400.00	100
4	Mrs. Mary E. Clark	Feb. 1, 1899	do	do	do	925.00	185
5	W. P. Thomas	Feb. 2, 1899	do	do	do	488.00	122
6	L. G. Kellogg	Feb. 1, 1899	do	do	do	1,000.00	200
7	T. J. Walker	do	do	do	do	500.00	100
8	H. R. Hanna	do	do	do	do	66.00	22
9	T. H. Gibson	do	do	do	do	128.00	41
10	Edgar Wood	do	do	Waialua	do	240.00	60
11	J. W. Welte	do	do	do	do	898.00	181
12	W. B. Thomas	Apr. 1, 1899	do	do	do	725.00	145
13	E. T. Tannett	do	do	do	do	188.00	61

Certificate of occupation (issued under Part VI of land act, 1895).

THIRD LAND DISTRICT.

No. of certifi- cate.	Homesteader.	Date.	Location.	District.	Island.	Area.
34	L. Kāhēmākawalu	Jan. 9, 1899	Puuanahulu	North Kona	Hawaii	28.20
35	Akoni Kaleo	Jan. 8, 1899	do	do	do	28
36	Oniula Kahele	do	do	do	do	27
37	Kekipi Nala	do	do	do	do	22.50
38	Dani. Kaainoni	Feb. 1, 1899	do	do	do	84.09
39	Kalai	Apr. 17, 1899	do	do	do	8

FOURTH LAND DISTRICT.

22	Jose N. Uahinui	Oct. 28, 1898	Kamiloa		Molokai	20
23	Kanakaole	do	Hoolehua		do	14.10
		do	Kamiloa		do	20.80
		do	do		do	20
		do	Kahakuloa		Mauli	16
		do			Molokai	20.20

Certificate of occupation (issued under Part VI of land act, 1895)—Continued.

FOURTH LAND DISTRICT—Continued.

No. of certifi- cate.	Homesteader.	Date.	Location.	District.	Island.	Area.
33	Moken.....	Dec. 1, 1898	Kahakuloa.....	.....	Molokai.....	7
34	D. W. Napihaa.....	Dec. 8, 1898	Keanae.....	Koolau.....	Maui.....	8.39
35	H. Z. Kaipo.....	Apr. 1, 1899	Nahiku.....	do.....	do.....	7.73
36	Kuhelepo.....	do.....	do.....	do.....	do.....	8
37	Jos. Kaiwi.....	do.....	do.....	do.....	do.....	8
38	K. Kuhelepo.....	do.....	do.....	do.....	do.....	8
39	C. K. Haul.....	do.....	do.....	do.....	do.....	8
40	Moses M. Kekua.....	do.....	do.....	do.....	do.....	8
41	Manono Koa.....	do.....	do.....	do.....	do.....	8
42	K. Pilkanoa.....	do.....	do.....	do.....	do.....	8
43	L. Keakahiwa.....	do.....	do.....	do.....	do.....	8
44	M. Kahuena.....	do.....	do.....	do.....	do.....	8
45	Maalewa.....	do.....	do.....	do.....	do.....	8
46	Lokalia Mauna.....	do.....	do.....	do.....	do.....	8
47	P. Mauna.....	do.....	do.....	do.....	do.....	8
48	Louisa Joseph.....	do.....	do.....	do.....	do.....	8.40
49	Pohaku Miki.....	do.....	do.....	do.....	do.....	8
50	Maue.....	do.....	do.....	do.....	do.....	7.30
51	Kekuamanoale.....	do.....	do.....	do.....	do.....	8
52	L. K. Kalanialli.....	do.....	do.....	do.....	do.....	8
53	J. H. Hoomanawanui.....	July 1, 1899	do.....	do.....	do.....	8
54	Alapai Pahia (w).....	do.....	do.....	do.....	do.....	8
55	Sarah Makahlahila.....	do.....	do.....	do.....	do.....	8
56	J. Kamai.....	do.....	do.....	do.....	do.....	8
57	Pinahaka.....	do.....	do.....	do.....	do.....	8
58	J. Kalewe.....	Aug. 1, 1899	do.....	do.....	do.....	8
59	Maskua (w).....	do.....	do.....	do.....	do.....	8

FIFTH LAND DISTRICT.

15	Kahooka.....	May 8, 1899	Pouhala.....	Ewa.....	Oahu.....	2.79
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Date of lease.	No. of lease.	Lessee.	Location of land.	Term.	Annual rental.	Area.
August 3, 1898	519	Arthur M. Brown	Unalupa and Kohanani, Molokai	Years	\$210.00	850
August 31, 1898	520	Kaneohe Ranch Co.	Kaneohe and Halekou, Kaneohe, Oahu	21	450.00	250
December 20, 1898	521	Walter E. Wall	Punalau, Molokai	21	225.00	89
Do	522	Kipabulu Sugar Co.	Six remnant, Kipabulu, Maui	21	400.00	155.98
January 1, 1899	523	Hawaiian Fruit and Packing Co.	.....	21	37.00	8.47
Do	524	L. Akaka	Hawaii	21	400.00	200
April 11, 1899	525	Kwong Sing Co.	.....	15	60.00	1.40
Do	526	Hamakua Mill Co.	Hawaii	15	1,085.00	207
July 29, 1899	527	E. J. Morgan	.....	21	500.00	2,000

Special licenses (water privilege).

Date.	No.	To whom granted.	Location.	Term.	Annual rental.
August 2, 1898	520 A	R. R. Hind	Kaunahu, Hawaii	15	\$100.00
Do	520 B	Nahiku Sugar Co.	Nahiku, Maui	30	500.00 b 1,000.00

^a First ten years.

^b Balance of term.

I hereby certify that the foregoing pages contain a full and correct statement of all grants, sales, and leases of the public domain, and all agreements concerning the same, made by or through the office of public lands of the republic of Hawaii, between the 7th day of July, 1898, and the 24th day of September, 1899, and that all of said grants, sales, leases and agreements were made in good faith and in compliance with all the requirements of the then existing laws of the republic of Hawaii.

J. F. BROWN, *Commissioner of Public Lands.*

Dated at Honolulu this 1st day of August, A. D. 1900.

I, Henry E. Cooper, secretary of the Territory of Hawaii, hereby certify that J. F. Brown, esq., was on the 1st day of August, A. D. 1900, the duly appointed and commissioned commissioner of public lands of the Territory of Hawaii, and that his signature attached hereto is genuine.

HENRY E. COOPER.

Dated at Honolulu this 1st day of August, A. D. 1900.

I hereby certify that the dispositions of land referred to in the foregoing lists were made by the Hawaiian government between the 7th day of July, A. D. 1898, and the 24th day of September, A. D. 1899, in strict conformity with the laws of Hawaii.

SANFORD B. DOLE.

Dated at Honolulu this 1st day of August, A. D. 1900.

EXECUTIVE MANSION,

Washington, D. C., November 30, 1900.

Approved under the provisions of section 73 of the act of Congress approved April 30, 1900.

WILLIAM MCKINLEY.

List of land exchanges made by the Interior Department, from July 7, 1898, to September 30, 1899, etc.—Continued.

Date of exchange	Location and area of land received in exchange.	Other consideration.	Purpose of exchange.	Remarks.
1898. July 30	Land at Kamakela, 30,526 square feet, Honolulu, Oahu.	.....	Land required to change the	T
Aug. 11	N Oahu. New branch road 60 by 3,210 feet through Kaeleuli, Koolau-poko, Oahu. 2 lots on Union street, 830 square feet, Honolulu, Oahu. Land on Beretania street, 223 square feet, Honolulu, Oahu Land in Kaunakapili, 710 square feet, Honolulu, Oahu. 30-foot roadway running above Mr. Dole's lot, Aquas Marine, Diamond Head.	.....	..... ..... Changing the line of the Nuanu Pali road so as to reduce the grade from a 40 per cent to 8 per cent. Widening and grading Union street, Honolulu, Oahu. Widening and straightening Beretania street. Road at Kaunakapili. Changing the line of the road. Widening Beretania street.	The 30 feet of roadway given to Mr. Dole in exchange was donated by him to the government in 1890.
Sept. 22				
Oct. 12				
Dec. 19				
1899. Feb. 1	Lot corner Beretania and Alakea streets, 1,385 square feet, Honolulu, Oahu.	.....	.....	.....
Feb. 24	Pepeekeo Sugar Co. Land at Kaupokua, old government road, Hilo, Hawaii.	.....	Changing line of road to improve grade.	

Date	To what use	Acres	Location	Remarks
July 18	Estate of Bernice P. Bishop.	3.78	Land in Auwahi, Oahu.	To be sold in and make land for storage room and warehouse.
August 29	John B. Holt.	1.00	Land in Auwahi, Oahu.	To be sold in and make land for storage room and warehouse.

the date hereof or forth-
with after any public au-

OF A WISCONSIN.

List of land exchanges made by the Interior Department, from July 7, 1898, to September 30, 1899, etc.—Continued.

Date of exchange.	To whom.	Location and area of land given in exchange.	Other consideration.	Location and area of land received in exchange.	Other consideration.	Purpose of exchange.	Remarks.
1899. Aug. 31	Bishop of P a n o p o l i s (Catholic mission).	2 lots on Punchbowl Hill, 47,083 square feet, Honolulu, Oahu.	.....	Land on Beretania street, 2,080 square feet, Honolulu, Oahu.	.....	Widening Beretania street.	The Kapioalani estate has a lease on the lots exchanged of thirteen years' unexpired term.
Sept. 15	W. R. Castle	Land Forest Ridge, Tanalua, 2.62 acres, Honolulu, Oahu.	.....	A portion of his undivided interest in the land of Poloke, Makiki, amounting to fully 6 acres there- of, Honolulu, Oahu.	.....	.....	.....
Sept. 28	Dr. C. E. Wood.....	Land Punchbowl, 18,000 square feet, Honolulu, Oahu.	.....	Land Beretania street, 950 square feet, Honolulu, Oahu.	.....	Widening Beretania street.	.....

List of Government leases made by the Interior Department from July 7, 1898, to September 30, 1899. (Chapter 15, section 169, and chapter 16 of the civil laws; also part 1 of land act 1895, third paragraph from the end.

No. of lease.	Date of lease.	Annual rental.	Term.	Conditions.
535	1898. Sept. 1	\$1,200	Years. 20	To make \$10,000 worth of repairs on the building.
536	Dec. 12	635	21	To erect a \$2,000 fireproof fish market.
537	Dec. 19	300	30	To erect a \$5,000 fireproof building.
538	1899. Jan. 28	600	30	To erect a \$7,000 fireproof building.
539	Feb. 5	620	30	To erect an \$8,000 fireproof building.
540	Feb. 20	450	30	To erect a \$2,000 fireproof building.
541	.....do.....	310	30	Do.
542	.....do.....	25	(a)	To days' notice.
543	.....do.....	400	30	To building.
544	June 5	300	30	To building.
545	July 10	900	21	To fill land to street grade before erecting any structure.
546	Aug. 14	175	20	To commit no act that would become a nuisance to the Japanese Methodist Church.
547	.....do.....	310	21	To fill land to street grade before erecting any structure.
548	Lot 15, Esplanade, Honolulu.....			
549	Lot 59, Esplanade, Honolulu.....			
550	Lot 21, 1.....			
551	Lot 22,.....			
552	Lot at 1.....			
553	Lot 14, 1.....			
554	Lot 23, 1.....			
555	Lot 1, 1.....			
556	Lot, River street, Honolulu.....			
557	Lot 5, River street, Honolulu.....			

a Tenancy at will

One would suppose that no one in Hilo has read the Cullom bill. The report of the Cullom commission has been in print more than a year, and it has not been criticised by the people and only tenderly by the press. Under such circumstances any public measure is considered to be satisfactory. There are many in Hilo who laughed at the idea of the Olaa settlers trying to prevent the sale of the public lands by the Hawaiian Government. However, it was accomplished for the asking. Good government can be had for all the people for the asking, and if the island of Hawaii is willing to take the chances without pointing out the defects in the Cullom bill we should be prepared to suffer the consequences. If the dispatch in the Bulletin as to Hartwell and W. O. Smith is correct, we may be thankful that some Congressmen can see Hawaiian affairs "through a ladder" better than we can at home. It is not difficult to see why W. O. Smith is not rated very high as a statesman at Washington. Any man who would give utterance to such sentiments as he did for publication (in the San Francisco Call, September 2) might expect to be regarded with suspicion. Among a list of questions asked by the Call on Hawaiian affairs was the following:

No. 8. What is your opinion in regard to the franchise? Should universal suffrage or a restricted one be granted? How would you deal in this respect with native-born Hawaiians, whether of the native or Asiatic races?

In reply W. O. Smith said:

I believe that under conditions that now exist in these islands the plan of requiring property and educational qualifications is very desirable. Under present conditions the acquisition of property represents, in a large measure, intelligence. Sharing in government is not a right, but a privilege, and in my opinion only those who have sufficient intelligence should enjoy such privilege.

Such utterances are too rank for comment. He states openly that a man's intelligence should be measured by his wealth, and if his theory was correct and a man was given the "privilege" of voting because he owned \$1,000 worth of property, the man who owned \$10,000 should be given ten votes. According to Mr. Smith, the latter would be ten times more intelligent than the former. It is quite likely that Mr. Smith never had any use for the Declaration of Independence and perhaps never read it. He will find, however, it is written there that "all governments derive their just power from the consent of the governed." Upon reflection he will find that sharing in government is an inalienable right and not a privilege. No doubt he has already found that a great many Congressmen think so. A property qualification to vote is a relic of barbarism, and anyone who expresses opinions to the contrary at this stage of the world's progress will certainly be regarded as a knave or a fool, especially by Americans.

How different and patriotic is the answer of Hon. Paul Neuman to the same question. He says:

I do not favor a franchise restricted except by reason of illiteracy. I can not understand why any native-born Hawaiian should be deprived of his rights in that respect for any reason whatever which does not in like manner affect any other citizen. We have taken their country and their flag, abrogated their monarchical institutions, sold the relics of their kings at public auction instead of donating them to the Bishop Museum. Let us be satisfied and leave them at least the inestimable privilege of freemen to vote for incompetent legislation.

Mr. P. Wundenberg's reply contains about the whole truth. He says:

It is my opinion that if Hawaiians are compelled to become Americans against their will the very least that can be done is to give them the rights of Americans.

The property qualification imposed since the promulgation of the Constitution of 1887, and also recommended by the commission appointed by the United States to draft the proposed laws for Hawaii, is a clear injustice to the Hawaiians, and was intended, in the first place, for no other reason than to practically disfranchise the natives.

The Herald is quite right. Local government is only a dream if the Cullom bill is allowed to pass in the present form. But who is to blame? Mainly the people of Hilo. Even the fool settlers shook up the land question till the racket was heard to the farthestmost parts of the Union. By the way, Squatterville presents a lively appearance. Clearing and planting can be seen in every direction. Substantial houses are taking the places of the settlers' first cabins. New settlers are rapidly coming in from the States. There are more than 100 members in the Settlers' Association, and even the birds are singing "We are here to stay."

Truly, yours,

A SQUATTER.

CHANGES IN HAWAIIAN BILL.

WASHINGTON, *February 16*.—Comparatively few changes will be made in the Cullom Hawaiian bill which is now under consideration in the Senate. This measure, which will be the organic act of the new Territory of Hawaii, was framed by the Hawaiian Commission, consisting of Senators Cullom, Morgan, and Representative Hitt, which visited the islands in the summer of 1898. In one respect, however, the Senate has already shown a disposition to amend the bill. As it now stands the acts of the legislature, except by the veto of the governor and a review by the courts, are final. This gives to the Territory of Hawaii a much larger measure of self-government than the Territories of New Mexico, Arizona, and Oklahoma and the Territories which have been admitted to statehood in recent years have ever enjoyed, for in all of those Territories the acts of the legislature were subject to ratification by Congress.

The feeling of many Senators is against granting to the new Territory in the Pacific so much greater control of its affairs than New Mexico, for example (which has been a Territory for half a century), enjoys and it was intimated this afternoon by Senator Platt, of Connecticut, that when the proper time arrived he would move for the insertion in the Cullom bill of a provision similar to that which obtains in the organic acts of the existing Territories.

One other amendment has been suggested by Senator Warren, but there is reason to believe that it will be the subject of some debate. The Cullom bill provides for a property qualification for voters, but Senator Warren proposes that the legislature of Hawaii, after January 1, 1903, may submit to the lawfully qualified voters of that Territory such changes and modifications in the qualifications for electors as it may see fit, and upon the adoption by a majority vote of such modifications they shall become valid and binding.

There is also a disposition to shorten the terms of the judges of the supreme court of Hawaii, which the bill fixes at nine years. These judges are to be appointed by the governor, who in turn is appointed by the President. In the Territories now existing the chief justice and associate justices of the Territorial supreme court are all appointed by the President.

The judicial system in Hawaii will consist of a supreme court of the Territory and a separate and distinct United States district court, presided over by a judge appointed by the President. Some Senators believe the judicial system of Hawaii should conform more closely with the present Territorial system, although members of the Hawaiian commission are of the opinion that it is best to leave conditions in the islands as nearly as possible like those that prevailed before annexation.

It has become known in the last few days that the beet-sugar interests represented by the Oxnards, of Nebraska and California, will try to secure the imposition of a 25 per cent duty on Hawaiian sugar as a protective measure for the benefit of the beet-sugar growers of the United States. They have taken their cue in this matter probably from the reports of the House and Senate committees on the Porto Rican bill providing for a levying of 25 per cent duty both ways on imports and exports between Porto Rico and the United States. Hawaiian sugar has had free access to the markets of the United States for the last fifteen years under the reciprocity treaty, and such a step as the beet-sugar men propose would be a radical departure.

The question also arises whether the United States, having acquired the Hawaiian Islands under the treaty, and the Cullom bill expressly extending the Constitution of the United States to the islands, it will be possible to impose any customs duties upon trade between the islands and the mainland. Nevertheless it is known that Senator Burrows, of Michigan, is prepared to offer such an amendment when the proper time arrives.

EXHIBIT 12.

Evening Bulletin. (From the Progressive Bulletin.) Honolulu, Hawaii, Thursday, August 9, 1900.]

JUDGE ESTEE'S COURT TAKES POSSESSION—HIGHLY INTERESTING SESSION THIS MORNING—OBJECTS TO ATTITUDE OF TERRITORIAL OFFICERS—COURT MUST DO ITS BUSINESS AND ROOM MUST BE PROVIDED—NO TEMPORARY QUARTERS—IN CIRCUIT COURT ROOMS.

Mr. CLERK. It is ordered that the United States marshal be and he is hereby directed to take possession of this court room, and keep the keys, and hold possession of it for the purpose of public business of the United States district court, until the further order of this court.

It is further ordered that the marshal proceed immediately under the laws of the United States and get such bids as may be necessary in getting at least six chairs, not expensive; two plain tables, not expensive; and a desk, for the chambers of the judge of this court now, situated in the Waikiki end of this building.

And that said marshal shall proceed to put up such shelving—plain shelving—as may be necessary for the accommodation of the books belonging to the judge of this court in the chambers, as above specified, for the examination of both members of the bar and the judge of this court.

Judge M. M. Estee opened this morning's session in the United States district court in the second court room upstairs of the Judiciary Building. After dispatching some business over from yesterday,

he stated that the court wished to say something before making order that it was about to make.

This was in regard to a home for the court. The judge read correspondence that had taken place between himself and the superintendent of public works on the subject.

It had been commonly understood that the department of public works was going to complete the outfitting of the old legislative hall with adjacent rooms, for a United States district court room, chambers for the judge, and offices for officers of the court. The correspondence read by Judge Estee showed that the department only meant to complete the bare repairs of walls and floors of the apartment, leaving the Federal authorities to fit and furnish it for the Federal court's uses at United States expense, and withal to have it understood that the Federal court should have only temporary occupancy of place at a rental to be mutually arranged.

The following letter of Judge Estee covers the substance of letter from Mr. McCandless, to which it is an answer:

JUDGE ESTEE'S LETTER.

HONOLULU, HAWAII, August 8, 1900.

J. A. McCANDLESS, Esq.,

Superintendent of Public Works, Honolulu, Hawaii.

SIR: Your two letters of August 7, 1900, one in relation to the preparation of court room and offices of the United States district court, notifying me that the board of public works can not prepare said court room and judge's chambers, the offices of the district attorney, district clerk, marshal, for use, the other asking for temporary use for myself and the officers of my court offices on the West side of the main hallway on the lower floor of the government building known as the Judiciary Building, and adding in regard to the rental of these offices that the same can be satisfactorily arranged at some future date, have been duly received by me.

In reply thereto, I wish to state that it was expected as I have been informed

1. That your department would prepare the court room of the United States district court and the judge's chambers and the respective offices of the respective government officers for use.

2. I am not authorized to accept any place for a court room temporarily. I confess I do not understand what your letter means by saying temporary use of a part of the building referred to.

3. I do not admit that any rental of these offices is either due or ever will be to the Territory of Hawaii or its Territorial government for the use of any part of the building by the United States district court or its officers.

I had supposed that this building was the property of the United States; but that as it may, I have no authority to put off to a future date or to agree to any part of the rental of any of these rooms or any one of them.

Very truly, yours,

M. M. ESTEE.

P. S.—I decline to enter into any arrangement for the temporary rental of the building referred to in your letter as a court room.

Judge Estee, in commenting on the correspondence, stated that members of the Hawaiian judiciary had informed him that the main hall downstairs had not been used as a legislative hall for several years. Recently, that is, last night, the court remarked, he had received the following letter:

LATEST FROM M'CANDLESS.

DEPARTMENT OF PUBLIC WORKS,
Honolulu, Hawaii, August 8, 1900.

Hon. MORRIS M. ESTEE,

United States District Judge.

SIR: I have the honor to acknowledge receipt of your favor of this day's date in reply to our letters of the 7th instant, in regard to the matter of fitting up your

and offices connected with the same, and to say in reply that the court room assigned to your temporary use is the legislative hall of the Territory, and during the occupancy of the same by your court this government will have to make temporary arrangements for the meeting of the Territorial legislature elsewhere. You can see by this explanation why the offices assigned to you and your court will be only temporary.

In regard the ownership of the Judiciary Building, I beg to call your attention to section 91 of "An act to provide a government for the Territory of Hawaii," which provides "that the public property ceded and transferred to the United States by the Republic of Hawaii under the joint resolution of annexation approved July 7, 1898, shall be and remain in the possession, use, and control of the government of the Territory of Hawaii, and shall be maintained and cared for by it at its own expense," etc.

This government, fully recognizing the necessity for more room for public offices, has communicated with the Secretary of the Interior at Washington, pointing out the necessity of the United States Government erecting a building for the uses and purposes of the United States Federal officers, and it is to be hoped that a favorable reply will be received.

In conclusion, I beg to assure you that there has never been any attempt on the part of this government to embarrass any Department of the United States of America, but to the contrary it has always been willing to render all assistance in its power.

Yours, very respectfully,

J. A. McCANDLESS,
Superintendent of Public Works.

Judge Estee said he had been surprised at the amount of floor room for the courts of Hawaii. It was greater than that possessed by the courts of the State of California at Sacramento. "There is no reason for us to run against each other," said the judge.

He quoted from an opinion given the Secretary of the Interior by the Attorney-General in volume 22, pages 627, 628, Opinions of the Attorney-General of the United States, to show that all the public lands and buildings of Hawaii, "even this building," belong to the United States.

In making the order that appears at the head of this report, Judge Estee said it was not taking anything from anybody. You all belong to the United States, and it is a glorious privilege. We are distant thousands of miles from the capital of the United States. There are matters coming up before this court—a habeas corpus case and other business—and we have to have a home.

The judge here proceeded to dictate the order, which was taken down by C. F. Reynolds, official stenographer of the court.

In conclusion, Judge Estee said that the circuit court judges had kindly consented to this order being made. It was not an act to disturb the public mind, but to promote the public business. He then called for any matters that it might be desired to bring before the court.

Mr. Brooks presented a writ of habeas corpus on behalf of Chinese addressed to J. K. Brown, inspector of immigrants. The court appointed Monday morning for return of the writ, and proceeded to finish business of admitting attorneys and naturalizing aliens.

EXHIBIT 14.

UNITED STATES SUPREME COURT DECISION—EXCLUSIVE POWER OF CONGRESS TO LEGISLATE AS TO PUBLIC LANDS.

[Gibson v. Choteau (U. S., 13 Wall., p. 92). Opinion by Justice Field.]

With respect to the public domain, the Constitution vests in Congress the power of disposition and of making all needful rules and

regulations. That power is subject to no limitations. Congress has the absolute right to prescribe the times, the conditions, and the mode of transferring this property, or any part of it, and to designate the persons to whom the transfer shall be made. No State legislation can interfere with this right or embarrass its exercise; and to prevent the possibility of any attempted interference with it, a provision has usually been inserted in the compacts by which new States have been admitted into the Union that such interference with the primary disposal of the soil of the United States shall never be made. * * * The same principle which forbidding State legislation interfering with the power of Congress to dispose of the public property of the United States also forbids any legislation depriving the grantees of the United States of the possession and enjoyment of the property granted by reason of any delay in the transfer of title after the initiation of proceedings for its acquisition. The consummation of the title is not a matter which the grantees control, but one which rests entirely with the Government. With the legal title, when transferred, goes the right to possess and to enjoy the land, and it would amount to a denial of the power of disposal in Congress if these benefits which should follow upon the acquisition of that title could be forfeited because they were not asserted before the title was issued. It is said (*Boggs v. Broderick*) Congress has the sole power to declare the dignity and effect of titles emanating from the United States, and the whole legislation of the Federal Government in reference to the public land dictates the patent, the superior and conclusive evidence of legal title. Until its issuance the fee is in the Government, which by the patent passes to the grantee, and he is entitled to recover the possession in ejectment.

EXHIBIT 15.

REVISED STATUTES.

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EXHIBIT 16.

LAW OFFICE OF LEBLOND & GALBRAITH,
Hilo, Hawaii, September 12, 1899.

AMERICAN SETTLERS' ASSOCIATION,
Olaa, Hawaii.

In order that your association may be thoroughly advised as to the status of the "squatters" or settlers on the new Olaa lands, we have thought it advisable to address you this letter.

You clearly understand that the title to all public lands on the Hawaiian Islands is in the Government of the United States of America, and there the title must remain until such time as the Congress of the United States shall enact "special laws for their management and disposition." In the absence of such "special laws" no legal rights

can be acquired. By legal rights, we mean rights that are enforceable in the courts or tribunals that now exist or that may hereafter be established on the islands. While all this is true, still you have violated no law in going upon these lands, for the reason that there is no law either permitting or forbidding such an act.

What, then, is your status? You have taken possession of public lands that are not subject to entry, sale, or disposition in any manner whatever, for the reason that the Congress of the United States has not enacted the "special laws for their management and disposition," as provided in the Newlands resolution it shall do.

As citizens of the United States, qualified homesteaders under the land laws of the United States, you have entered upon and taken possession of unoccupied lands of the Government that ought in justice and right to be now subject to settlement and entry, you have acted in a quiet and peaceable manner, showing that you are law-abiding citizens. You have shown your good faith by making substantial improvements, and in all things you have shown your earnest desire to acquire homes on the public domain and to develop the country.

It is undisputed that by your acts and influence you have prevented the present officials of the Hawaiian government from consummating an illegal sale and disposition of these lands.

If you have no legal standing, your exemplary conduct and the results accomplished by you most certainly give you a strong moral standing, one that ought to appeal strongly to the sense of fairness and justice in the minds of the members of the United States Congress when the time comes for the "enactment of the special laws for their management and disposition."

Following the well-known and long-practiced principle of the American land laws, that whoever causes the cancellation of an illegal entry of public lands shall be given a preference right for a period of thirty days over all comers to file on said tract, the law that shall be enacted by Congress governing the disposition of these Olaa lands ought to contain a provision giving to each settler on these lands a preference right of at least thirty days to file on the tract settled upon, after the establishment of a United States land-office, and said land is subject to entry.

You understand that your rights, if any, in these lands must be defined and protected by the special laws enacted by Congress for the "management and disposition of these lands."

With the vast and imposing interests pressing upon the American Congress for attention, it will be readily seen that the interests of a few settlers on the Olaa lands in Hawaii, however righteous their cause or just their claims, might be overlooked without any intention so to do.

If you get anything from Congress, permit us to suggest it will be necessary for you to ask for it, and to ask for it earnestly and persistently. When you have determined what you want to ask of Congress, the next thing to demand your careful and thoughtful attention is the method or means you will employ in "the asking."

At any time we can be of service to you, of course you will feel at liberty to command us.

Yours, very truly,

LEBLOND & GALBRAITH.

NOTE.—Mr. Galbraith, who wrote the opinion of which the above is a copy, is now associate justice of the supreme court of Hawaii, appointed by President McKinley.

EXHIBIT 16.

LETTERS FROM THE COMMISSIONER OF THE GENERAL LAND OFFICE.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., August 29, 1900.

Mr. J. E. HIME,
Secretary American Settlers' Association, Olaa, Hawaii.

SIR: Your communication of the 27th ultimo, inclosing to this office a protest against the approval of sales, grants, leases, etc., of Hawaii lands, addressed to the President, has been received at this office, and your protest has been forwarded to the honorable Secretary of the Interior for his consideration and appropriate action.

Very respectfully,

W. A. RICHARDS,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., November 6, 1900.

AMERICAN SETTLERS' ASSOCIATION,
Olaa, Hawaii.

GENTLEMEN: I am in receipt of your letter of the 4th ultimo inclosing newspaper clippings and other printed data relative to public lands in the Hawaiian Islands and the desirability of extending the homestead law to said islands; also asking that the Department cause early investigation to be made relative to the character and extent of the lands ceded to the United States.

In reply you are advised that there is at present no appropriation available for the purpose of making the desired investigation. However, your letter, with accompanying data, will be filed for future consideration in connection with the subjects mentioned. Meanwhile I should be pleased to have your association furnish any further data available relative to these questions.

Very respectfully,

BINGER HERMANN,
Commissioner.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., September 17, 1900.

Messrs. COPP & LUCKETT,
Attorneys at Law, Washington, D. C.

SIR: I am in receipt of your letter of September 4, 1900, stating that—

As attorneys for Fred R. Giddings et al., we file protest of a large number of American citizens in Hawaii who have settled on small tracts of vacant public lands in the tract known as the Olaa tract, on the island of Hawaii. Their protest is directed against J. F. Brown, commissioner of public lands for the Territory of Hawaii, who seems to have advertised a public sale of these lands without any order, either from the General Land Office or the Interior Department.

We desire to call your close personal attention to this matter, and to ask that Mr. Brown's proposed sale be indefinitely suspended.

In reply, I will state that no statute has been enacted by Congress giving this office jurisdiction over the public lands of Hawaii, and for that reason your letter has this day been referred to the honorable Secretary of the Interior for his consideration.

Very respectfully,

W. A. RICHARDS,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., July 3, 1901.

AMERICAN SETTLERS' ASSOCIATION,
Mountain View, Oloa, Hawaii.

SIRS: I am in receipt of your letter of June 5, 1901, inquiring if the statement published in the papers that the lands in the Kiowa, Comanche, and Apache Reservation are to be opened by drawing is correct and stating that you believe the plan could be made to work well in the distribution of homesteads in Hawaii.

In reply you are advised that the regulations in regard to opening the reservation mentioned have not yet been issued. When the President's proclamation is ready for distribution, a copy will be mailed to your address.

Very respectfully,

BINGER HERMANN,
Commissioner.

See page 4, proclamation. Also, in same connection, see lines 9 to 15, page 7, section 7, of Senate bill No. 1344, in the Fifty-seventh Congress, now under consideration by the Committee on Pacific Islands and Porto Rico.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., September 27, 1901.

Hon. R. W. WILCOX,
House of Representatives, United States.

SIR: I have the honor to acknowledge the receipt, by your reference, of a letter from Mr. T. J. Ryan, Mountain View, Hawaii, dated July 15, 1901, protesting against the disposition of certain lands by the commissioner of public lands of Hawaii.

In reply, I will state that as no statute has been enacted giving this office jurisdiction over lands in Hawaii, I have this day forwarded Mr. Ryan's letter to the honorable Secretary of the Interior for his consideration.

Very respectfully,

BINGER HERMANN,
Commissioner.

EXHIBIT 17.

LAND LAW BILL INTRODUCED BY SENATOR SULLIVAN.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., February 13, 1901.

The SECRETARY OF THE INTERIOR.

SIR: I have by your reference, for report in duplicate, S. 5882, entitled "A bill to extend the general land laws of the United States to the Territory of Hawaii, with rules and regulations for homestead entries by the Secretary of the Interior."

The absolute fee and ownership of all public, Government, or crown lands situated in Hawaii were absolutely ceded to and became the property of the United States upon the annexation of the Hawaiian lands. The act of July 7, 1898 (30 Stats., 790), provided that—

The existing laws of the United States relative to public lands shall not apply to such lands in Hawaii, but the Congress of the United States shall enact special laws for their management and disposition, provided that all revenues from the proceeds of the same, except as regards that part which may be used or occupied for civil, military, or naval purposes of the United States, or may be assigned to the use of the local government, shall be used solely for the benefit of the inhabitants of the Hawaiian Islands for educational and other public purposes.

Section 73 of the act approved April 30, 1900 (31 Stats., 154), provides that—

The laws of Hawaii relating to public lands; the settlement of boundaries, and the issuance of patents on land commission awards, except as changed by this act, shall continue in force until Congress shall otherwise provide; that, subject to the approval of the President, all sales, grants, leases, and other dispositions of the public domain, and agreements concerning the same, and all franchises granted by the Hawaiian Government in conformity with the laws of Hawaii between the 7th day of July, 1898, and the 28th day of September, 1899, are hereby ratified and confirmed.

Since the laws of Hawaii have thus continued in force, it may be of interest to refer briefly to the enactments on this subject in those islands prior to their annexation to the United States.

Prior to the year 1846 the lands in Hawaii belonged in legal contemplation to the King and the chiefs, and the people as tenants, by a system closely resembling the former feudal system of England. In that year, however, the King granted to his chiefs and people certain portions of the land, to Government purposes certain other portions, and retained for himself the remainder, and this act was ratified by his legislature on June 7, 1848. The lands thus passed to the King and his heirs were thence known as crown lands.

In 1850 one-twentieth of all public lands were set apart for the support of schools, which the school board was empowered to sell and lease. Under the homestead act of 1884 landless applicants were permitted to acquire title to 2 acres of taro, or wet lands, and not more than 20 acres of dry land.

In 1891 a part of the crown lands was divided into small tracts and the method of leasing them to homestead applicants on easy terms was instituted.

In the year 1895, after the Republic of Hawaii had been established as the "land act, 1895," which now remains in force and which provides a comprehensive system for the care and disposition of the public domain. By this act crown lands are treated as having vested in

the Republic, and they, together with the public lands before mentioned, now constitute the public lands of the Territory, of which, according to the estimate given in your last annual report, there were approximately 1,773,713 acres, valued at \$3,569,800.

Under the land act of 1895 the lands of the island were classed and divided into (1) agricultural lands, (2) pastoral lands, (3) pastoral agricultural lands, (4) forest lands, (5) waste lands.

Agricultural lands were classified: (1) Lands suitable for cultivation of fruit, coffee, sugar, or other perennial crops, with or without irrigation; (2) lands suitable for cultivation of annual crops only; (3) wet lands, such as kale or rice lands.

The pastoral lands were classified as (1) lands not in the description of agricultural lands, but capable of carrying live stock only a part of the year, or otherwise inferior to first-class pastoral lands.

Pastoral agricultural lands were classed as lands adapted in part to pasturage and in part to cultivation. Forest lands were lands producing forest trees, but unsuitable for cultivation, and waste lands were lands not included in either of the other classes.

This act provided the following methods for the disposition of the public lands of the republic:

(1) At public auction, for cash, in parcels of not over 1,000 acres, the consent of the executive council being required before any lands could be disposed of in this manner.

(2) At public auction, upon part credit, in parcels not exceeding 600 acres, with like consent required.

(3) Without auction sale, in exchange for private lands or by way of compromise.

(4) By lease at public auction for not more than twenty-one years.

(5) By homestead leases, under which each applicant might occupy 8 acres of first-class agricultural land, 16 acres of second-class agricultural land, 1 acre of taro land, 30 acres of first-class pastoral land, 60 acres of second-class pastoral land, or 45 acres of pastoral agricultural land. Certain qualifications were prescribed for these homesteaders.

(6) Right of purchase leases, under which a qualified applicant could occupy with the privilege of purchasing, and at the end of three years and upon the fulfillment of special conditions, either 100 acres of first-class agricultural land, 200 acres of second-class agricultural land, 20 acres of taro land, 600 acres of first-class pastoral land, 1,200 acres of second-class pastoral land, or 400 acres of agricultural pastoral land.

(7) Cash freeholds, under which qualified applicants could purchase at public auction the same areas which could be acquired under the right of purchase lease system above described.

From the foregoing it will be observed that the widely differing qualities and character of the lands existing in the Hawaiian Islands and their productive capacity have been recognized by the laws of the islands, but this Department is not in possession of any information which would enable it to determine even approximately the amount of each class of land remaining yet unappropriated, and while it is believed that a less complicated system, and one which will result in permitting the citizens of Hawaii to acquire title in fee to these lands under laws similar to those in force in the United States is most desirable, no intelligent recommendations can be made on the subject until

sufficient data has been collected through a commission authorized by Congress to enable this Department to determine the amount of the respective classes of land which should be awarded to each entryman, and in the absence of such information it is not believed that the passage of the present bill would be justified.

Attention is called to the fact that section 2 of this act provides that—

The Secretary of the Interior is hereby empowered to make rules and regulations for the entry of lands to be used for homestead purposes, which said rules and regulations shall, however, provide the acreage of each homestead according to the classes of lands, which shall not include over 100 acres nor less than 1 acre per homestead.

Admitting that Congress may delegate to your Department power “to provide the acreage of each homestead according to the classes of lands” to be entered under the homestead laws, yet it must be observed that this act does not extend to these lands the homestead laws only, but does extend the “general land laws of the United States,” which may be held to include other methods of appropriation than the homestead system under which each applicant might be permitted to appropriate 160 acres, or more than Congress now intends, if the limitation of 100 acres made in this bill is to be taken as indicating such an intention.

For the reasons apparent from the foregoing this office does not feel justified at this time in recommending the passage of the proposed bill, and in the absence of further and more definite information as to the exact conditions existing in Hawaii it is not deemed wise at this time to recommend any amendments or substitutes in lieu thereof. It is my opinion, however, that when such information is obtained it will be found wise and expedient to subject all lands in Hawaii to entry under the public land laws now in force in the United States, with such restrictions and modifications thereof as local exigencies may demand. And it is further believed that these laws should be administered and enforced as to the Hawaiian lands through a register and receiver, and that office, under the immediate supervision of your Department, and not through Territorial officers, who are not in touch with and from lack of information on the subject are likely to be out of harmony with the general spirit which controls the Government in the distribution of its public domain among its citizens.

Very respectfully,

BINGER HERMANN,
Commissioner.

[S. 5882, Fifty-sixth Congress, second session.]

A BILL to extend the general land laws of the United States to the Territory of Hawaii, with rules and regulations for homestead entries by the Secretary of the Interior.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the general land laws of the United States be extended to the Territory of Hawaii.

SEC. 2. That the Secretary of the Interior is hereby empowered to make rules and regulations for the entry of lands to be used for homestead purposes, which said rules and regulations shall, however, provide the acreage of each homestead according to the classes of lands, which shall not include over one hundred acres nor less than one acre per homestead.

SEC. 3. That this act shall take effect ninety days after its enactment.

EXHIBIT 18.

TWO LETTERS FROM SENATOR HANSBROUGH, CHAIRMAN COMMITTEE ON PUBLIC LANDS, AND BILL INTRODUCED BY HIM.

UNITED STATES SENATE,
COMMITTEE ON PUBLIC LANDS,
Washington, D. C., December 20, 1900.

AMERICAN SETTLERS' ASSOCIATION,
Olaa, Hawaii.

DEAR SIR: I shall be glad to receive any information you may have and any facts concerning the public-land question in the Hawaiian Islands. The great difficulty here is to ascertain what are public lands and what are not public lands. Anything you may have on this point will be gladly received.

Very truly,

H. C. HANSBROUGH.

UNITED STATES SENATE,
COMMITTEE ON PUBLIC LANDS,
Washington, D. C., November 21, 1901.

AMERICAN SETTLERS' ASSOCIATION,
Mountain View, Hawaii.

DEAR SIR: I am in receipt of your very voluminous statements in regard to the public-land situation in Hawaiian Islands, and while I am very glad to receive all information you may have on this subject, I must say that, in view of the fact that my duties extend over other parts of the United States and pertain to many other questions of great importance, I shall be obliged to request that hereafter you put your communications in as brief and concise a form as possible.

Permit me to suggest that along with the bill you are preparing and which you are to send to me you make a brief of the argument in support thereof. Newspaper clippings are of but little value. Generally speaking they merely set forth one side of the question. If the circuit court has rendered a decision in the land cases which will shed light on the situation, I shall be glad to have the full text of the same. A good lawyer can make a brief of your case, and put every essential argument in three or four pages of typewritten matter. With your assistance along the lines above indicated, I shall be glad to cooperate in any way to bring order out of chaos with respect to the public-land system on your islands.

Very truly,

H. C. HANSBROUGH.

[S. 5334, Fifty-sixth Congress, second session.]

A BILL to extend the general land laws of the United States to the Territory of Hawaii.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the general land laws of the United States shall, from and after the passage of this act, be in full force and effect in the Territory of Hawaii.

EXHIBIT 19.

DUPLICATE OF S. 1344, INTRODUCED BY SENATOR MASON AND REFERRED
TO THE COMMITTEE ON PACIFIC ISLANDS, ETC.

[H. R. 3090, Fifty-seventh Congress, first session.]

A Bill To provide special land laws for the Territory of Hawaii.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the public lands ceded to the United States by joint resolution approved July seventh, eighteen hundred and ninety-eight, within the Territory of Hawaii are hereby divided into four classes, namely:

Lands of the first class shall embrace all city and town lots, streets, alleys, parks, wharves, landings, and suburban lands within a distance of two miles from the incorporated limits of any city or town of five hundred inhabitants or upward. In cases where such incorporated limits are not established and defined, the Secretary of the Interior is hereby empowered, authorized, and directed to select and set apart, within one year from and after the approval of this act, such public lands as he may consider and deem to be of a suburban nature, and the President is authorized to reserve from the public lands, whether surveyed or unsurveyed, town sites on the shores of harbors or any natural or prospective centers of population. When so selected, set apart, or reserved, they shall thereafter be embraced in lands of the first class, subject to further legislation by Congress. Lands of the second class shall embrace all public lands which have been cultivated or partly cultivated, while under lease or otherwise, and not exceeding one thousand feet above sea level; also all wet lands, known as kalo or taro lands, and rice lands not exceeding one thousand feet elevation above sea level. Lands of the third class shall embrace all other public lands, at any elevation above sea level, agricultural, pastoral, forest, and waste land on all the principal islands which may in any manner be adapted to domestic use and habitation. Lands of the fourth class shall embrace all public lands on all the small outlying islands, reefs, and shoals which are not capable of domestic use and habitation.

SEC. 2. That the Secretary of the Interior is charged with the supervision of public business relating to all public lands ceded to the United States within the Territory of Hawaii, and shall exercise all the powers and duties conferred upon him by the laws of the United States relating to the public domain in the Territory of Hawaii, as elsewhere in the United States, not contrary to the provisions of this act.

SEC. 3. That the Commissioner of the General Land Office shall perform, under direction of the Secretary of the Interior, all executive duties appertaining to the surveying and disposition of the public lands of the United States in the Territory of Hawaii, or in any wise respecting such public lands, and also such as relate to private claims of land, and the issuing of patents for all grants of land by the Government within the Territory of Hawaii, and shall exercise all the powers and duties conferred upon him by the laws of the United States relating to the public domain in the Territory of Hawaii, as

where in the United States, not contrary to the provisions of this act. Jurisdiction over the public lands in the Territory of Hawaii is hereby expressly conferred upon the Land Department of the United States.

SEC. 4. That the Territory of Hawaii shall constitute one surveyor-general's district, the surveyor-general's office to be located at the city of Hilo, on the island of Hawaii. There shall be appointed by the President, by and with the advice and consent of the Senate, one surveyor-general for the district of Hawaii, whose salary shall be four thousand five hundred dollars per annum, payable quarterly by the United States, and whose powers and duties shall be the same as provided by the laws of the United States in other districts, subject to the supervision of the Secretary of the Interior and under direction of the Commissioner of the General Land Office, in conformity with the provisions of this act.

SEC. 5. That the President is hereby authorized to establish two public land districts and two public land offices within the Territory of Hawaii, as follows:

First. A United States land office shall be established at Hilo, on the island of Hawaii.

Second. A United States land office shall be established at Honolulu, on the island of Oahu.

The Hilo land district shall embrace the island of Hawaii only. The Honolulu land district shall embrace all the other islands in the Territory of Hawaii.

The President shall appoint, by and with the advice and consent of the Senate, registers and receivers for each of the land districts hereby established, whose salary shall each be three thousand dollars per annum, payable quarterly by the United States, and whose powers and duties shall be the same as registers and receivers in other land districts of the United States as by law provided, including such additional duties provided by this act, and which shall include the completion of all unfinished business relating to the public lands within their respective districts at the date of the approval of this act, and subject to the supervision of the Secretary of the Interior and under the direction of the Commissioner of the General Land Office.

All fees and public moneys collected by such registers and receivers shall be paid monthly to the Secretary of the Treasury, pursuant to his instructions, and duplicate accounts thereof shall be transmitted to the Commissioner of the General Land Office.

The President may, whenever he deems it advisable, consolidate such land districts and land offices as may best subserve the public interests.

SEC. 6. That lands of the first class shall be selected, located, described, listed, and reported to the President, under direction of the Secretary of the Interior, for further action by Congress. Until so acted upon, the receiver of each land district shall, within his district, collect and transmit monthly to the Secretary of the Treasury, pursuant to his instructions, all rents and profits arising under any existing lease or legal occupation of such public property, buildings, and grounds used for public purposes excepted, and shall transmit duplicate accounts thereof to the Commissioner of the General Land Office.

No person shall be permitted to settle upon, occupy, or enter any of

said lands of the first class until further action shall be taken by Congress in which the manner of disposition thereof shall be defined.

SEC. 7. That lands of the second class, whether under lease or otherwise occupied, shall be surveyed according to the township system whenever the same is practicable, and two rods in width along each side of all section and quarter-section lines in lands of the second class upon approval of such survey by the Commissioner of the General Land Office, shall become public roads.

Whenever survey according to the township system is not practicable such lands may be surveyed into lots containing as nearly forty acres as may be, which shall be properly numbered and described, with convenient roads not exceeding four rods wide nor less than two rods wide and upon grade not exceeding twelve per cent, and in such manner that each lot shall have a reasonable frontage on such road. Upon approval of such survey by the Commissioner of the General Land Office, all such roads, together with all roads heretofore established shall become the public property of the Territory of Hawaii without further action, for use as public highways only, and subject to the laws of the Territory of Hawaii relating to public highways. The locating and establishing of such roads, however, shall not estop the Territory of Hawaii or any municipal corporation thereof from locating and establishing other public highways by due process of law and on payment to any entryman or owner of any lands acquired under the provisions of this act as provided by law.

Public lands of the second class shall not be subject to settlement and entry except in the manner hereinafter prescribed in this section. Whenever twenty thousand acres or more of the second-class lands shall have been surveyed and such survey approved as provided by law, and all leases thereon shall have expired, it shall be disposed of in the following manner:

The President shall issue a proclamation, giving at least three months' notice of such opening and specifically describing by township, section, lot, block, or tract, as the case may be, all lands so opened by such proclamation, and to avoid the contests and conflicting claims which have heretofore resulted from opening similar public lands to settlement and entry the President's proclamation shall prescribe the manner in which these lands may be settled upon, occupied, and entered by persons entitled thereto who possess the qualifications provided in this act.

Prior to the date of opening, as set in the President's proclamation, any person intending to apply for any of the lands of the second class to be so opened shall appear personally at the local land office in the district in which he intends to enter and submit proof of his qualifications to enter such lands. He shall not have another application pending in any other land district; his application shall be in his true name and the rights thereunder shall not be transferable.

No person shall be permitted to settle upon, occupy, or enter any of the said lands of the second class, except as prescribed in said proclamation, until after the expiration of sixty days from the time when the same are opened to settlement and entry, and then only upon such lands of the second class as shall have been described and included in such proclamation. Any person qualified, who shall be unsuccessful in obtaining a homestead at such opening, may again make application when other lands are duly opened to settlement and entry.

The President shall thereafter, from time to time, in his discretion and in the same manner, open to settlement and entry such other lands of the second class as shall have been surveyed and prepared for such disposal.

For all lands of the second class the filing fee to be required of and paid by the entryman shall be at the rate of one dollar per acre or any fraction of an acre. Upon making final proof there shall be paid by the entryman, in addition to said filing fee, the further sum of five dollars per acre.

No person shall be permitted to enter more than forty acres of land of the second class, which shall be in contiguous form, conforming to the lines of survey: *Provided, however,* That if any lot or subdivision shall contain more than forty and less than fifty acres the applicant shall be permitted to enter the whole of such lot or subdivision, or if two or more lots or subdivisions lying in contiguous form and in one body shall altogether contain less than fifty acres, then all such lots may be embraced in one entry upon the entryman paying at the time of entry one dollar per acre or fraction of an acre and at the time of making final proof the further sum of five dollars per acre for such excess.

Any entry made for forty acres, more or less, of lands of the second class shall exhaust the homestead right of the applicant, who shall thereafter be prohibited from making any entry for lands of the second or third class.

SEC. 8. That all lands of the third class upon which leases shall have expired shall, from and after the date of the approval of this act, be subject to settlement, and entry thereof may be made when the same shall have been surveyed and such survey approved by the Commissioner of the General Land Office, and when the land offices herein provided for shall have been established and opened for business.

Such lands shall be surveyed as speedily as possible, whether under lease or otherwise occupied, according to the township system, whenever practicable, and such townships shall be subdivided into sections containing six hundred and forty acres, as nearly as may be; such sections shall be further subdivided until forty acres, as nearly as may be, which shall constitute the smallest legal subdivision.

Whenever survey according to the township system is not practicable, then such lands may be surveyed into lots containing forty acres, as nearly as may be, and as nearly square as the nature of the ground will permit. Such lots shall be properly numbered and described in such manner as the Commissioner of the General Land Office may direct.

When survey is made in irregular form, roads not exceeding four rods and not less than three rods in width shall be located, approximately, one mile apart each way, conforming as nearly as practicable to section lines and upon a grade, if possible, not exceeding twelve per cent. Such roads, together with two rods in width on and along each side of all section lines in regular survey, shall, upon the approval of such survey by the Commissioner of the General Land Office, become the public property of the Territory of Hawaii in the same manner and for the same purposes as provided in section seven of this act.

For all lands of the third class the filing fee to be required of and paid by the entryman shall be at the rate of twenty-five cents per acre or fraction of an acre. In addition thereto, at the time of making

final proof, the entryman shall pay for the land embraced in his entry at the rate of one dollar and twenty-five cents per acre. No person shall be permitted to enter more than one hundred and sixty acres of lands of the third class, which shall be in contiguous form and located in one body, conforming to the lines of survey: *Provided, however*, That if any number of such lots or subdivisions shall contain an area not exceeding one hundred and seventy acres, all such lots or subdivisions may be embraced in one entry upon payment by the entryman at the time of filing of twenty-five cents per acre or fraction thereof and at the time of making final proof the additional sum of one dollar and twenty-five cents per acre for such excess. Any entry made for one hundred and sixty acres, more or less, of lands of the third class shall exhaust the homestead right of the applicant, who shall thereafter be prohibited from making any entry for lands of the second or third class.

The settlers who located and settled upon public lands herein designated as third-class lands prior to April thirtieth, nineteen hundred and who have made substantial improvements thereon, shall have preference right of ninety days after the land offices herein provided for shall have been established and duly opened for business in which to perfect entry for the lands on which they settled, not exceeding one hundred and sixty acres, conforming to the lines of such survey as shall be made or approved by the Commissioner of the General Land Office. Such entries shall in all respects conform to the requirements of this act as to lands of the third class, and such settlers shall be allowed to contest all entries in conflict herewith; and settlers upon any of the public lands herein designated as lands of the third class who have entered such lands through the commissioner of public lands for the territory of Hawaii, and who are residing upon the land so entered at the date of the approval of this act, which fact as to residence shall be proven to the satisfaction of the register and received by not less than two credible and disinterested witnesses and in the absence of any adverse rights, may transmute such entries to homestead entries under the provisions of this act: *Provided, however*, That in cases where such entry was made by a married woman the transmuted entry shall be made in the name of her husband, as the head of the family, and in cases where both husband and wife made such entries only the land embraced in the entry made by the husband may be transmuted. Such transmutation shall be made in accordance with such rules as the Secretary of the Interior may direct, and the applicant shall possess all the qualifications required by this act to enter lands of the third class: *Provided*, That applicants who have declared their intentions to become citizens of the United States as by law provided, shall be allowed to transmute and perfect title when they become citizens. In cases of transmutation credit shall be allowed for all payments made to the Territory of Hawaii to be deducted from the amount due at the time of making final proof and upon return of the vouchers for said payments. All entries may be contested, for any cause, to clear the record.

SEC. 9. That any applicant for public lands of either the second or third class shall not be the owner, holder, or lessee of any of the other lands, either public or private, in the Territory of Hawaii or in any State or Territory of the United States, either in his own or his wife's name, except one lot in any city or town not exceeding one acre, but

having entered any public land or having acquired title thereto in the Hawaiian Islands or in any State or Territory of the United States prior to July seventh, eighteen hundred and ninety-eight, shall not disqualify such applicant to enter any public land in the Territory of Hawaii under the provisions of this act if the land so entered or title acquired previous to July seventh, eighteen hundred and ninety-eight, is not owned or held by the applicant in his own or in his wife's name at the time of making application for public land under this act.

Any person having entered public land in the Territory of Hawaii under any provision of law, in his own or in his wife's name, subsequent to July seventh, eighteen hundred and ninety-eight, shall be deemed to have exhausted his homestead right and he shall be prohibited from making a homestead entry under this act, except in case of transmutation of entry as provided in section eight or upon restoration of such right.

For good cause shown, and upon satisfactory proof, the Land Department may restore such homestead right, but each application for such restoration shall be made separately at the local land office. No person shall enter into any partnership, contract, or agreement concerning any application, entry, or title sought to be acquired from the United States, and any such partnership, contract, or agreement shall be void; neither shall entryman lease, assign, or transfer to any other person or corporation, nor incorporate as any part of the assets of any stock company, corporation, or partnership, any land entered under the provisions of this act. Any or all of such acts shall be void, and upon satisfactory proof of any violation of this section, which related only to lands of the second and third classes, such entry shall be cancelled, and all money paid thereof shall be forfeited to the United States for the benefit of the inhabitants of the Hawaiian Islands, in the same manner as money arising from the disposal of public lands in the Territory of Hawaii, as provided by law, and the offending parties shall be liable to punishment under the laws of the United States concerning fraudulent entry of public lands.

SEC. 10. That every person who is the head of a family, or a single person who has arrived at the age of twenty-one years, and is a citizen of the United States shall be entitled to enter forty acres or less quantity of second-class lands, or shall be entitled to enter one hundred and sixty acres or less quantity of third-class lands, not otherwise appropriated in the Territory of Hawaii, to be contiguous in form and located in one body, in conformity to the legal subdivisions and approved survey of the public lands as provided in this act, after the same have been surveyed and approved. But at the time of entry he or she shall not be the owner, holder, or lessee of any other land in the Territory of Hawaii or in any other State or Territory of the United States except one lot, in any city or town, not exceeding one acre, and the owning or holding of such land in the wife's name of an entryman shall operate as if held in his own name.

SEC. 11. That the person applying for the benefit of the preceding section shall, upon application to the register and receiver of the land office in which he is about to make such entry, make affidavit before the register and receiver, or either of them, that he is the head of a family, or that he or she is a single person twenty-one years or more of age, or has performed service in the Army or Navy of the United States; that he or she is a citizen of the United States, and if a natu-

ralized citizen, he or she shall produce documentary evidence of such naturalization, but in case of loss as to such record evidence supplementary evidence may be produced, by affidavit, to the satisfaction of the register and receiver; that such application is made for his or her exclusive use and benefit, and that his or her entry is made for the purpose of actual settlement, cultivation, and residence, to the exclusion of a home elsewhere, and that he or she does not intend to reside at any other place than on the land applied for; that he or she will not lease, assign, or transfer such land to any other person or corporation, nor incorporate the same as any part of the assets of any stock company, corporation, or partnership. Upon filing such affidavit with the register and receiver and on payment of the filing fee he or she shall thereupon be permitted to enter the amount of land specified in either the second or third class, including excess, if any, and in the manner provided for in this act.

SEC. 12. That no certificate, however, shall be given or patent issued therefor until the expiration of five years from the date of such entry, and if at the expiration of such time, or within two years thereafter, the person making such entry, or if he be dead his widow, or in case of her death his heirs or devisee, or in the case of a widow making such entry her heirs or devisee, in case of her death, proves, by two credible disinterested witnesses, that he, she, or they have resided upon the land embraced in the entry and cultivated the same for the term of five years immediately succeeding the time of filing the affidavit of entry, and that at least one-fourth of the land embraced therein has been reduced to cultivation, and makes affidavit that no part of such land has been alienated, except as provided in section twenty-two hundred and eighty-eight of the Revised Statutes, and that he, she, or they will bear true allegiance to the Government of the United States; then in such case he, she, or they, if at the time of making said entry were, and at the time of making final proof are, citizens of the United States, shall be entitled to a patent as in other cases provided by law. But in no case shall a commutation of such entry be allowed otherwise than is provided in section twenty-two hundred and ninety-two of the Revised Statutes, providing for the sale of such land in case of the death of both father and mother leaving an infant child or children, and section twenty-three hundred and seventeen of the Revised Statutes, relating to the planting and cultivation of timber upon homesteads. Neither shall the rights of honorably discharged soldiers or sailors of the late civil war, as defined or described in sections twenty-three hundred and four and twenty-three hundred and five of the Revised Statutes, be abridged; but section twenty-three hundred and one of the Revised Statutes shall not apply to public lands in the Territory of Hawaii under the provisions of this act. Neither shall any of such public lands of the second and third classes be disposed of in any other manner than according to the terms and stipulations contained in this act.

SEC. 13. Every person having made an entry of public land of the second or third class under this act must within three months after such entry establish his actual residence in a house upon the land so entered and by removing thereunto all his household goods and other personal property, and he must thereafter, together with his family, if any, actually and continuously reside upon and cultivate the land for the term of five years. Any change of residence therefrom for more

than sixty days after such residence has been established shall forfeit his right to such entry, and when upon due notice to the entryman it is proven to the satisfaction of the register and receiver of the land office that the person having made such entry has failed to establish his residence thereon within three months from the date of entry, or has failed to maintain his residence thereon after three months from the date of such entry, or has abandoned his residence thereon for more than sixty days, or that he has established and maintains a residence at any place other than on the land embraced in his entry, then and in any such event the land so entered shall revert to the Government of the United States, and such entry may be canceled in the same manner as under the general homestead laws of the United States: *Provided, however,* That the act of Congress approved March third, eighteen hundred and eighty-one, relating to "climatic reasons," shall not apply to the entry of any public lands in the Territory of Hawaii.

All the laws of the United States governing homesteads and generally known as the United States homestead laws, except as in this act specifically provided, are hereby extended to and cover all public lands of the second and third classes of lands under this act in the Territory of Hawaii, together with all rules, regulations, and decisions thereunder, when not inapplicable, as are in force at the date of the approval of this act.

SEC. 14. That the term "residence" under any entry of public land herein designated as second or third class in the Territory of Hawaii, existing at the date of the approval of this act, shall be construed the same as in the preceding section, except as to the time of establishing such residence after entry; but when established, a change of residence for more than sixty days from the tract, or failure to establish residence within the time required under such entry, or maintenance of a residence at any other place than on the tract entered, shall forfeit the right of the entryman thereunto, and the entry may be canceled in the same manner and under the same rules as provided in the preceding section.

SEC. 15. That any survey of public lands in the Territory of Hawaii heretofore made, although not ordered or directed by the United States Government, and which may not be in conformity to the plan of survey as in this act provided, shall be examined by the surveyor-general for the district of Hawaii, and a complete report thereof shall be made to the Commissioner of the General Land Office, who may, upon examination, approve or reject the same or any part of such survey. Any such survey, upon approval of the Commissioner of the General Land Office, shall thereupon be an official survey of the United States; but in case all or any surveys are rejected by the Commissioner new surveys shall be made without reference to such rejected survey.

SEC. 16. That all patents for public land in the Territory of Hawaii heretofore issued subsequent to July seventh, eighteen hundred and ninety-eight, shall be reported by the registers and receivers in their respective land districts to the Commissioner of the General Land Office for examination and issuance by the United States. In such examination by the Land Department the patents issued by the Territorial officers, or officers of the existing Government of Hawaii, shall be construed as receivers' final receipts, conferring the same rights and subject to the same limitations as receivers' final receipts as in other cases of the disposal of the public domain of the United States. Upon

examination and approval by the Land Department, in each case, patent shall issue from the Government of the United States to the person or persons entitled thereto.

SEC. 17. That all leasing of public lands of any class in the Territory of Hawaii shall cease and be discontinued from and after the approval of this act: *Provided*, That all existing leases in conformity with law shall not be impaired until the expiration thereof, but no tenancy at will shall exist.

SEC. 18. That the registers and receivers, in their respective districts, shall collect all rents, profits, and royalties arising from the existing leases of public lands in the Territory of Hawaii, and shall transmit the same monthly to the Secretary of the Treasury pursuant to his instructions, and transmit a duplicate account thereof to the Commissioner of the General Land Office.

SEC. 19. That from all funds arising from sale, lease, forfeiture, or other disposal of the public lands in the Territory of Hawaii the Government of the United States shall be reimbursed for all money advanced by such part of any appropriation as shall have been expended for survey and local administration of such public lands, including salaries of local officers, and all surplus moneys arising from such disposition shall be semiannually turned over to the treasurer of the Territory of Hawaii by the Secretary of the Treasury, upon direction by the Secretary of the Interior, which funds shall be appropriated by the laws of the government of the Territory of Hawaii and applied to such uses and purposes for the benefit of the inhabitants of the Territory of Hawaii as are consistent with the joint resolution of annexation, approved July seventh, eighteen hundred and ninety-eight: *Provided*, That there shall be excepted from the provisions of this section all lands heretofore or which may hereafter be set apart or reserved by Executive order or orders by the President of the United States.

SEC. 20. That sections seventy-three, seventy-eight, and such part or parts of section eighty as relate to appointment of commissioner of public lands and surveyor, of the act of Congress approved April thirtieth, nineteen hundred, entitled "An act to provide a government for the Territory of Hawaii," are hereby repealed, and the offices of commissioner of public lands and surveyor are hereby abolished.

SEC. 21. That from and after the date of the approval of this act all field notes, maps, records, and other papers appertaining to land entries and titles, in any manner connected with the administration of the public lands or survey thereof, in the hands of the commissioner of public lands or surveyor in the Territory of Hawaii, shall be subject to the order of the Secretary of the Interior.

SEC. 22. That the Secretary of the Interior may direct the location of sites for storage reservoirs upon any public land, in contemplation of the future needs of irrigation or other public purposes, and when so directed the Commissioner of the General Land Office shall direct the surveyor-general for the district of Hawaii to survey and locate such site or sites. When so ordered by the Secretary of the Interior, such sites or proposed sites shall not be subject to settlement or entry unless afterwards abandoned by order of the Secretary of the Interior. When surveyed and definitely located, such sites shall be set apart and reserved for public use by Executive order of the Presi-

ent, and such public use shall be defined and controlled by further action of Congress.

No private franchise for the use or conveyance of water upon or over the public lands in the Territory of Hawaii shall be granted to any person or corporation except by act of Congress.

SEC. 23. That transfers and assignments of any entry of public lands shall be prohibited, and any attempted transfer or assignment thereof, if executed in writing, shall be construed as a relinquishment of the land entered to the Government of the United States, and upon proof thereof to the register and receiver the entry shall be canceled and the transferee shall acquire no rights by reason of such transfer or assignment.

SEC. 24. That the Secretary of the Interior shall cause complete information to be obtained as to public lands of the fourth class, which shall be by him reported to the President for further action by Congress, pending which no private rights shall attach to such lands until the manner of disposition or management shall be further defined by act of Congress.

SEC. 25. That the Secretary of the Interior is hereby authorized and empowered to promulgate such rules and regulations as may be necessary to carry this act into effect, and may change existing rules relating to time of service of notices and appeals as he may deem necessary to comport with distance, modes of travel, and transmission of documents.

SEC. 26. That the Secretary of the Interior is hereby directed to cause twenty-five thousand copies of this act to be printed for distribution by the Public Land Department.

SEC. 27. That the sum of two hundred and fifty thousand dollars, or as much thereof as may be necessary, is hereby appropriated, out of any money in the Treasury not otherwise appropriated, to be immediately available, for the purpose of carrying this act into effect.

SEC. 28. That this act shall take effect upon its approval by the President.

EXHIBIT 20.

[Bulletin, August 8, 1901.]

BOYD ON LAND LEASES—LAND COMMISSIONER SAYS HOMESTEADS HAVE THE LEAD—SEVERAL THOUSAND ACRES OF LAND USELESS FOR SMALL FARMS WILL NOW BECOME SOURCE OF REVENUE.

Land Commissioner E. S. Boyd, who conceives his first official duty to be that of guarding the public domain of Hawaii in the interest of the poor man who may wish to support a family upon a small homestead and lay aside a competence for his old age by tilling the soil, says that the confirmation of Attorney-General E. P. Dole's opinion with reference to five-year land leases to corporations of more than 1,000 acres will not interfere with his policy.

The confirmation by the Attorney-General of the United States of Mr. Dole's position does not mean that an era of discrimination against the small farmer in Hawaii will be begun. Good homesteading propositions in our public domain will still be utilized. In fact all leases to be made by the government under this construction of the organic act will, I think, contain a clause providing that at any time the government sees fit to take the land up for homesteading purposes the lease shall become null and void.

On the other hand, the construction of the law as announced will be very advantageous to the Territory in its present financial straits. We will be enabled to put up at auction for lease to sugar corporations large tracts of waste lands not suitable for small farming. I think we have now in the office applications for at least 20,000 acres, which will command a rental at the minimum of \$5 or \$6 per acre. Within the course of a month or so these leases will be put up at auction and a very net sum in revenue derived. The term of five years is short, and in some instances where the land might be available for subdivision into homesteads, we may make the term even shorter.

When it is considered that it takes five or six years to properly open up a large tract for homestead purposes, it will be seen how the leasing of large tracts will not interfere with homesteading, but will, at the same time, afford a source of revenue. The lands which would otherwise remain idle, while surveys, preliminary roads, and trails were being made, will now be yielding a public benefit.

Later on, when large tracts, now under lease and cultivation by the large plantations, revert to the government, many considerations will enter into the matter of how they shall be disposed of.

The leasing of lands under this ruling calls for the exercise of careful and honest official administration of the right. If this is done, the right will prove a valuable one to the government here and will in no way interfere with the policy of homesteading.

[Republican, May 7, 1901.]

Some pertinent questions regarding some peculiar land transaction are presented in this morning's news columns. This is not a matter for inquiry by the legislature of the acting commissioner of public lands. The facts are there, plain, as they were transmitted to congress by the retired commissioner. It is an explanation from Governor Dole that will be wanted, as all the land transactions were passed through the alembics of the executive council. Should the memorials of both houses of the legislature receive the attention from President McKinley which it assuredly will, the probability is, however, that the Territorial legislature will not require to demand the explanation for itself. The public document from which the data are derived will undoubtedly be among the references utilized in an investigation of Hawaiian land matters.

[Republican, June 1, 1901.]

DENSITY OF POPULATION AS SHOWN BY CENSUS—RHODE ISLAND HEADS LIST OF THICKLY SETTLED STATES—MASSACHUSETTS SECOND ON THE LIST—HAWAII HAS 23 PERSONS TO THE SQUARE MILE—FIRST HALF OF FINAL STATISTICS ISSUED.

WASHINGTON, *May 31.*

The Director of the Census to-day issued the first half of the final census report on population, showing the aggregate population of the United States by States and Territories, the density of Alaska and of the Hawaiian Islands, the number of Representatives apportioned under the recent act of Congress, and also the population of the States and Territories by minor civil divisions, the population of cities having 25,000 inhabitants or more in 1900, the increase of population in the same, and the populations of incorporated cities, towns, villages, and boroughs in the year 1900.

This report is issued in the form of a monograph and comprises about 500 pages. The other portion of the final report on population

will be issued during the early fall, putting the entire volume in the hands of the public at least four years in advance of any previous census.

Most of the features of the volumes have received attention from the press heretofore. It shows that—excluding the District of Columbia, which is in effect a municipality—Rhode Island, with 407 inhabitants to the square mile in 1900, is the most densely settled State in the United States, while Massachusetts comes next, with not quite 349 inhabitants to the square mile. New Jersey, with little more than 250 inhabitants to the square mile, is the third State in point of density of population, while Connecticut, with somewhat more than 187 inhabitants to the square mile, takes fourth place. Four other States had more than 100 inhabitants to the square mile in 1900, namely: New York, with 152.6 inhabitants; Pennsylvania, with 140.1 inhabitants; Maryland, with 120.5 inhabitants, and Ohio, with 102 inhabitants to the square mile.

Alaska has on the average but one-tenth of 1 person to the square mile. Wyoming has not quite 1 inhabitant to the square mile, Nevada only four-tenths of 1 person to the square mile, while Arizona, New Mexico, Montana, and Idaho have less than 2 persons to the square mile.

The newly acquired Territory of Hawaii shows an average density of population of not quite 24 persons, ranking in this respect between Maine, with 23.2 persons, and Arkansas, with 24.7 persons to the square mile.

EXHIBIT 21.

LEASES OF PUBLIC LANDS IN THE TERRITORY OF HAWAII WHICH HAVE EXPIRED SINCE ANNEXATION, ALSO LEASES WHICH CAN BE CANCELED BY THE GOVERNMENT AT ANY TIME, AS THE TENANTS ARE HOLDING AS TENANTS AT WILL, TOGETHER WITH LEASES WHICH WILL EXPIRE IN 1902.

	Acres.
1898	925
1899	4, 107
1900	6, 210
1901	92, 575
To which add tenants at will, which may be canceled any time	248, 233
Total	352, 050
1902. Leases will expire	19, 295
Total	371, 345

What has become of these lands? Are they available for settlement? If not, why not? Who is responsible?

Yours, respectfully,
AMERICAN SETTLERS' ASSOCIATION.
MOUNTAIN VIEW, HAWAII, September 20, 1902.

The SUBCOMMITTEE OF THE SENATE
ON PACIFIC ISLANDS AND PORTO RICO.

"That no corporation, domestic or foreign, shall acquire and hold real estate in Hawaii in excess of 1,000 acres, and all real estate acquired and held by such corporation or association contrary hereto shall be forfeited and escheat to the United States, but existing vested rights in real estate shall not be impaired;" and

Whereas E. P. Dole, attorney-general of this Territory, has recently rendered an opinion that leases of public land by corporations in excess of 1,000 acres, or addition to the land held in fee by such corporation by the above mentioned laws; and

Whereas there is an evident desire on the part of public officials of this Territory to remove all obstacles and allow corporations to increase their already too large holdings, and thereby monopolize all the agricultural lands to the great loss and detriment of the citizens of this Territory; and

Whereas the governor has, without authority of law, held regular and secret conferences with the heads of the (Territorial) departments under him since the erection of this Territory, and has denied to the house of representatives access to, or copies of the records of the proceedings thereof; and

Whereas it is a matter of common report that such reports will show that the governor in such council or conference has favorably considered propositions yielding valuable concessions and exchanging of lands and privileges in the Territory monopolies, corporations, and private landed interests, to the manifest detriment of "the homestead settlement system," long recognized as fundamental to the stability of a state, and which, if adapted to our local conditions of soil, etc., would create in the near future an increasing proportion of small landholders, who would naturally become the mainspring of the progress and proper development of this Territory

Senator Kalaukalani moved the adoption of the resolution.

Seconded by Senator Kahilina, and carried.

For the above resolution, as originally introduced, see house journal, page 326. As amended, see page 354. As passed, see page 49. House journal may be found in the office of the Secretary of the Interior at Washington, D. C., as required by law.

For other action as to appropriations concerning public lands, see house journal, pages 40, 719, 721, 749, legislature of Hawaii, 1901.

EXHIBIT 24.

[The Hilo Tribune, published every Saturday, W. H. Smith, editor, Saturday, August 18, 1901.]

THE SQUATTERS GO AT IT—ATTORNEYS IN WASHINGTON WILL BLOCK SALE OF LAND—PROPERTY OF THE UNITED STATES—COMMISSIONER EXCEEDS HIS AUTHORITY—REASONS GIVEN—CAN NOT BE GRANTED FOR GOVERNMENT NOR GRANTOR TO OTHERS.

The squatters of Olaa, known as the American Settlers' Union, have not been sleeping so far as the question of their rights to their claim in Olaa are concerned, and Mr. Ryan, the president of the association, went down to Honolulu by yesterday's Kinau to present to Commissioner J. F. Brown a notice of application for hearing in the Federal courts as to questions of law and fact for the sale or otherwise final disposition of any portion of the public domain of the United States in the Territory of Hawaii subsequent to June 14, 1900, and up to the present date. The contestants are Fred R. Giddings, M. Porter, I. Peyser, O. T. Shipman, H. A. Gerlach, W. A. Carpenter, H. M. Giddings, R. D. Junkin, J. N. Brown, E. P. Geeney, T. J. Williams, F. E. Hime, G. J. Giddings, E. L. Radcliffe, N. Russel, T. J. Ryan, J. E. Staples, Louis Horner, J. L. McComber, E. A. Horan, and A. J. McKenzie. The papers are drawn by Copp & Luckett, attorneys.

nos. 624 F street, Washington, D. C., who are among the best known legal authorities on Government land matters in the United States.

The papers are dated at the Department of the Interior, Washington, D. C., before the honorable Commissioner of the General Land Office, and directed to J. F. Brown, as follows:

You are hereby notified that on or before the 20th day of September, A. D. 1900, there will be filed in the Interior Department of the United States, before the Commissioner of the General Land Office, in the city of Washington, D. C., an application and motion for hearing as to questions of law and fact touching upon your legal authority as commissioner of public lands for the Territory of Hawaii, as provided by the organic act, approved April 30, 1900, and questioning your authority as such commissioner to offer for sale, or make other final disposition, under any agreement or conditions whatever, of any portion of the public domain of the United States in the Territory of Hawaii. And that on said 20th day of September, A. D. 1900, or as soon thereafter as counsel may be heard, the protestants herein named, by their attorneys, will submit to the honorable Commissioner of the General Land Office, at Washington, D. C., such evidence and argument as may be admissible on all matters herein referred to. That at such time and place of hearing as may be designated by the Commissioner of the General Land Office, the following specified errors on your part, as commissioner of public lands for the Territory of Hawaii, will be presented and to him submitted.

Here follow ten counts of error in the execution of the duties of his office by the said commissioner, comprising errors as follows: In unauthorized publication of sale (insomuch as such publication was without proclamation by the President of the United States as required by law); in actual exposure for sale without act of Congress therefor; in fixing prices per acre, in some cases more, in others less, than the price fixed by law; in offering such lands for sale on less than three months' notice; in restricting the purchaser to only 50 acres instead of the 160 acres as allowed by law; in offering to sell the public lands of Hawaii at all, for the reason that they have been transferred to the United States, and their title is in the United States, and that they are, therefore, in contemplation of law unsurveyed lands and can not be disposed of; that any attempt to dispose of said lands is in violation of the Executive order of President McKinley of the 11th day of September, 1899, which is now in full force and effect; that conditions of payment and residence, concerning the disposition of said lands, made by the commissioner, are without the authority of United States law; that the said commissioner of public lands, J. F. Brown, erred in advertising these lands for sale, on the ground that no Territory of the United States possesses the sovereign power to receive as grantee, and to grant and transfer as grantor, any portion of the public domain of the United States within the boundary of such Territory until such Territory is fully admitted into the United States as a State; and that the commissioner erred in exceeding his authority, for the reason that it is against public policy and not conducive to the public welfare to proceed with such agreements and dispositions without the authority of the United States and complete instruction.

A similar notice is issued by the same parties, through the same attorneys, relative to the sale of leases of public lands within the domain of the United States, the eighth count of which is—

That the said J. F. Brown, commissioner, erred in offering to lease at one time, in one body, and to any one person, such a vast area of public domain of the United States, to wit, 25,000 acres (on the island of Maui), the same being against public policy, not conducive to the public welfare, subversive to the rights of citizens, and detrimental to the best interests of the Territory of Hawaii and of the United States.

“We are going to bring this matter to an issue right here and now said Mr. Ryan, “and find out whether any coterie or compact cause the public lands of the United States to be disposed of for the particular benefit, without any reference to constitutional and statutory law upon the matter. We have no kick against legitimate plantation enterprise and progress, but when plantation interests try to control all the forest lands that they don't own and can't use as a reservation to insure them water heads and water supply, we do kick, and we demand that when these lands are disposed of it shall be under the straight and legitimate land laws of the United States.”

J. F. Brown, commissioner of public lands, returned from this island to Honolulu without coming to Hilo, although there were a good many land matters upon which Land Agent Baldwin wished to consult him. The fact that there is but one commissioner now instead of three, formerly, prevents Mr. Brown from being away from Honolulu for any great length of time.

The question of the coming or not coming of the commissioner will, however, have nothing to do with the sale of the Olaa lands, as advertised in September, and Mr. Baldwin has no doubt that the “squatters” will have to pack up their household goods and get, unless they are willing to buy in at the auction, which will probably give them the land at a lower price than they can ever get it afterwards. He says:

“I don't think they can get an injunction issued,” said Mr. Baldwin, “and if they should it could be as easily dissolved. The lands up to the present time have been left by Congress in the hands of the Territorial government, and what Congress may or may not do in the future is but a matter of guesswork. The United States statutes do not, in the first place, recognize squatters at all, and any recognition they do receive is purely a matter of concession, as in certain cases where they have entered and made substantial and bona fide improvements, their names are sent in by the agent, and when the lands in question are to be advertised and sold according to law, they are assumed to have made application and get their legal possession in due form. Nothing analogous to that process is the case here.”

MORE PUBLIC LANDS TO BE OPENED FOR AGRICULTURE IN KONA.

Nearly 2,000 acres of public land in North Kona, Hawaii, are to be opened up as soon as the government can complete arrangements to that effect. Governor Dole and Land Commissioner J. F. Brown have personally investigated the matter there. The prospect for roads to the tract was looked into carefully. The land lies at an elevation of between 2,000 and 3,000 feet above sea level and is considered splendid property. The road site will be surveyed by W. W. Bruner, who has been requested to go ahead with that work without delay. The appropriation for the road is available, and nothing stands in the way of the tract being connected with the seaports.

A tract of land in South Kona was also investigated for opening to the public. Nothing definite in this matter was reached.

SEEKING LABORERS FOR HAWAII—REPRESENTATIVE OF THE PLANTERS
COMPLETES HIS MISSION.

SAN JUAN, P. R., *August 2.*

T. Alexander, the representative of the Hawaiian Planters' Association, who has been here for some time, sailed for New York yesterday. Mr. Alexander, who has traveled all over the island and persuaded many Porto Ricans to emigrate to Hawaii, said that he believes they will prove good workmen and creditable citizens of Hawaii. He left local agents, with power to contract with emigrants. His plans, however, seem to be undeveloped, as transportation for those whom he has engaged has not been arranged.

EXHIBIT 25.

[Pacific Commercial Advertiser, Honolulu, August 20, 1900.]

SQUATTERS OF OLAA WILL BLOCK SALE.

HILO, HAWAII, *August 17.*

The squatters of Olaa, known as the American Settlers' Union, have not been sleeping so far as the question of their rights to their claims in Olaa are concerned, and Mr. Ryan, the president of the association, went down to Honolulu by yesterday's kinau to present to Commissioner J. F. Brown a notice of application for hearing in the Federal courts as to questions of law and fact for the sale or otherwise final disposition of any portion of the public domain of the United States in the Territory of Hawaii subsequent to June 14, 1900, and up to the present date. The contestants are Fred R. Giddings, M. Porter, H. Peyser, O. T. Shipman, H. A. Gerlach, W. A. Carpenter, H. M. Giddings, R. D. Junkin, J. N. Brown, E. P. Greeney, T. J. Williams, F. E. Hime, G. J. Giddings, E. L. Radcliffe, N. Russel, T. J. Ryan, J. E. Staples, Louis Horner, J. L. McComber.

The papers are dated at the Department of the Interior, Washington, D. C., before the honorable Commissioner of the General Land Office, and directed to J. F. Brown.

A similar notice is issued by the same parties, through the same attorneys, relative to the sale of leases of public lands within the domain of the United States, the eighth count of which is—

That the said J. F. Brown, commissioner, erred in offering to lease at one time, in one body, and to any one person such a vast area of public domain of the United States, to wit, 25,000 acres on the island of Maui, the same being against public policy, not conducive to the public welfare, subversive to the rights of citizenship, and detrimental to the best interests of the Territory of Hawaii and of the United States.

"We are going to bring this matter to an issue right here and now," said Mr. Ryan, "and find out whether any coterie or compact can cause the public lands of the United States to be disposed of for their particular benefit, without any reference to constitutional and statutory law upon the matter. We have no kick against legitimate plantation enterprise and progress, but when plantation interests try to control all the forest lands that they do not own and can not use as a reservation to insure them waterheads and water supply we do kick, and we do demand that when these lands are disposed of it shall be under the straight and legitimate land laws of the United States."

EXHIBIT 26.

Estimated returns from an acre of sugar cane for two crops, which embraces a period of four years on such lands as are located on the windward side of the island of Hawaii at elevations ranging from 1,000 feet to 1,700 feet.

Above 1,700 feet, or thereabouts, it is impracticable to try to raise cane, as the atmosphere is too cool, especially at night and during about four months of the winter season.

Below 1,000 feet it is almost impossible for an individual planter to procure an acre of land, for the reason that practically all the low lands in any way fit for the raising of cane are in the hands of the sugar corporations.

PROCEEDS.

First two years:

Average crop is scarcely 35 tons; average price per ton paid by the mill is about \$4.40, making the total proceeds about \$154.00

Second two years:

Proceeds same as above 154.00

Total \$308.00

EXPENSES.

First two years:

Plowing, harrowing, etc.	\$5.00
Seed	35.00
Planting	5.00
Fertilizer and fertilizing	20.00
Cultivation and stripping	60.00
Tax (\$1 each year)	2.00
	<u>127.00</u>

Second two years:

Fertilizer and fertilizing	20.00
Cultivation and stripping	60.00
Tax	2.00
	<u>82.00</u>

Total 209.00

Net gain per acre for four years 99.00

Net gain per acre for each year 24.75

This does not take into consideration the cost of the land, cost of clearing, wear and tear, high prices for everything bought at the sugar company's store, high rates of interest, not receiving pay for your crop for about three months after delivery, and many other matters not encountered by farmers on the mainland. It is clear enough to any thoughtful person that the individual cane planter on the uplands is not to be envied.

Eight tons of good cane will make a ton of sugar. After the two crops are taken off the ground should be replowed and replanted, which amounts to starting anew.

EXHIBIT 27.

The following recently appeared in Town Talk, published in San Francisco:

"A decision rendered by Judge Humphreys, of Honolulu, recently, is in the nature of a warning against investing in Hawaiian securities.

From the language of the court it appears that Hawaii is a fertile field for stock manipulators and crooked promoters, and that it is extremely hazardous to invest in sugar securities, particularly in those of new and undeveloped sugar properties. The decision was rendered in the case of A. W. Carter, who had asked for the approval of his annual account of the estate of Annie Parker, a minor. Judge Humphreys not only refused to approve the account, but removed the guardian for having invested his ward's estate in the bonds of the McBryde Sugar Company, Limited, of the Oahu Railway and Land Company, Limited, of the Waialua Agricultural Company, and the American Sugar Company, of which he was the treasurer. The court found that the investments were improvident and reckless, and constituted a breach of trust. In discussing the conduct of Carter, Judge Humphreys took occasion to declare that during the three years following the annexation of the islands the community was sucked into a maelstrom of speculation by land sharks and unscrupulous promoters whose professed knowledge of the secrets which lay hidden in the womb of the future entitled them to be classed as prescientists. Many of the enterprises started by them, and which by the way allured victims in San Francisco, are now, according to Judge Humphreys, 'bitter memories, mere speculative tombstones.' By way of illustration he cited the case of the American Sugar Company, the history of which appears in the testimony in the case. The company was incorporated with a capital of a million and a half dollars. A fine wharf was constructed, a number of costly pumps were erected, railroads were built, 800 acres of cane were planted, and a corps of laborers employed, yet the water from the wells from which it was expected to irrigate the cane held such quantities of salt in solution that it was death to animal life, and the property had to be abandoned. Nevertheless, in the madness of speculation the stock of the company, of the par value of \$100 per share, sold for \$200. Judge Humphreys declared that he could mention other evidences of acute speculative mania, but he referred only to the Maunalaï plantation, upon which a half a million was spent, and which was sold by a receiver of the court. Judge Humphreys' opinion should be read by every person who entertains the notion that investments in Hawaiian sugar stock are good things. He declared that it was little less than a crime to permit the custodians of trust funds to invest the moneys of their wards 'in securities that pending events might cause to be swept into the wastebaskets of finance.' The decision is a remarkable one, for the case opened up an inquiry into conditions in the sugar market to such an extent that the court found it apropos to predict that the price of sugar will soon take on a lower range of values. Moreover, Judge Humphreys found that the companies in which Carter invested his ward's money, and in which many San Francisco people are interested, are far from being substantial corporations. The McBryde Company has a bonded debt of three-quarters of a million and can not under the most favorable circumstances pay dividends within three years. It was revealed upon the trial that the artesian wells sunk on the plantation yielded salt in excessive quantities, a condition that drove the American Sugar Company from sugar planting to stock raising, but in the last report of the company to its stockholders no reference was made to that impressive fact. Judge Humphreys' decision will undoubtedly have a tendency to affect the sugar stock market."

EXHIBIT 28.

COOPER FOR CHINESE.

The following is a Washington, D. C., dispatch published through the press:

“WASHINGTON, *October 18*.—Henry E. Cooper, Territorial secretary and for several months prior to his departure for the United States acting governor of Hawaii, has discussed with Secretary of Agriculture Wilson the conditions in the Territory. One of the main aims of Mr. Cooper's trip here is to acquaint the Administration with the actual situation in Hawaii. In his conference with Secretary Wilson he emphasized the seriousness of the labor problem. The natives are dying off rapidly, the mortality being in the neighborhood of 40 deaths to the thousand, and foreign laborers are getting out of the country much more rapidly than they are coming in. The encouragement of Chinese labor, said he, is regarded as the most promising solution, and the Territorial government is anxious that large numbers of laborers should come in from China. The sugar crop that should have been harvested at the beginning of July, he said, is not yet off the field and will not be harvested before next month. The coffee industry is languishing, and many things that should be raised there have to be bought outside the islands.

Mr. Cooper called at the Interior Department to-day and finally revised his annual report which he had submitted to Secretary Hitchcock. He says all experiments have shown that the Americans are not fitted for labor in the islands, and that there is nothing to do but to get foreign labor. Mr. Cooper says this in no wise will affect the labor conditions in the United States, as the entrance of foreign labor already is sufficiently guarded against here. He points out that \$20,000,000 worth of machinery and similar supplies had to be bought from the United States for use in Hawaii during the last year, and said that improved conditions there would advance commercial relations here. He will leave for Hawaii next Thursday.”

Note: See governor's report (1901), pages 5, 63, 64; also governor's testimony before the House Committee on Territories, United States Congress, April 18, 1902, pages 9-12.

EXHIBIT 29.

HILO, HAWAII, *June 20, 1901*.

T. J. RYAN, Esq.,
Mountain View, Hawaii.

MY DEAR SIR: I have the honor to acknowledge the receipt of your letter of recent date and respectfully advise that I have acted upon your suggestion. Went up to Mountain View and along the Pepee road and carefully observed conditions, crops, climate, etc.

I very much appreciate your thoughtfulness in writing me and begin to realize the variety of crops possible in this island owing to the diversity in climate.

Permit me to express to you my thanks for assisting me in getting a fair idea of Hawaii.

Very truly, yours,

W. L. STARK.

EXHIBIT 30.

[The Pacific Commercial Advertiser, Honolulu, November 21, 1899.]

**THE BIG SURPLUS—HOW TO GET IT INTO THE CHANNELS OF BUSINESS—
REDUCE POSTAL BANK INTEREST—MONEY MIGHT BE DEPOSITED IN
THE BANKS ON APPROVED SECURITY—VIEWS OF PUBLIC MEN.**

The surplus fund which is rapidly increasing in the Treasury Department has given rise to many conjectures and theories as to what are the best means of using it for the welfare of the community, inasmuch as it does not appear that legislative action can be counted on to make appropriations for public necessities or even for the payment of usual governmental expenses.

Business men, when asked what ought to be done with the funds, were at first prone to believe that there was no legal way to use them, and that Congressional action must be awaited before the local government could make a move to circulate the money. They deplored the fact of so much money being tied up, thus laying the basis of a future stringent money market. An opinion prevailed that there might possibly be a means by which some of the money could be deposited in the banks if proper securities could be offered in exchange. Such a custom is resorted to by the National Government, which has even accepted New York municipal bonds as safe security.

Another feeling is noted among the business houses that it is time to discontinue the Postal Savings Bank. Financiers state that a government controlling such a large surplus fund as at present is lying idle in the treasury does not need to pay interest on money borrowed of depositors. The minister of finance is already working upon several plans and suggestions, and if any method can be followed legally, much of the surplus fund will be started on its travels. Among the general suggestions which have been advanced is one quite strongly indorsed that the minister of finance reduce the rate of interest paid by the Postal Savings Bank from $4\frac{1}{2}$ per cent to 3 or $3\frac{1}{2}$ per cent. A great deal of money is being locked up in the Postal Savings Bank that goes to swell the surplus amount held in the treasury. If this money were taken out and deposited in the local banks, it would soon get into general circulation. A consensus of opinion seems to indicate that the minister of finance ought to make this move by January 1, giving at least thirty days' notice, which is the time usually given for withdrawals. When the Postal Savings Bank was inaugurated, the government was a borrower at 6 per cent issuing bonds. Now it has a surplus fund on hand and has no need for these deposits at all, and instead of borrowing it is paying off its 4 or 5 per cent bonds. The need of a postal savings bank is so much less than it was, the government could well afford to discourage further deposits by lowering the rate of interest.

The following interviews speak for themselves:

HON. W. O. SMITH.

Well, in regard to handling the surplus funds of the government, I should think that the following suggestion, which I heard advanced a few days ago, is a feasible one: that is, to furnish to the banks money up to 90 per cent of the government bonds which they should deposit as security, say, \$100,000 in bonds to allow a withdrawal of \$90,000 in cash, to be used for a time limited by agreement with the bank.

I am inclined to think that could be done without further legislative action. I think that steps should be taken with the approval of the Washington Government so there could be legislation upon the subject of appropriations, if upon no other subject. The provision in the joint resolution that "the civil, judicial, and military powers heretofore exercised by the Republic of Hawaii should be exercised by such persons and in such manner as the President shall direct" would seem to imply that he would have the power to direct that legislation might be had upon the subject of appropriations to the exclusion of other subjects if it was unwise for the Hawaiian legislature to enter upon general legislation pending the action of Congress in framing the government of Hawaii.

It is also possible, in a limited way, the powers of the council of state might be invoked. The provision in regard to its powers is as follows:

"The council of state may, upon the request of the executive council, appropriate public moneys when, during the time intervening between the sessions of the legislature, the emergency of war, invasion, rebellion, pestilence, or other great public necessity shall arrive."

We may arrive at a point where the means of carrying on certain public works, as for instance, harbor improvements, shall become a great public necessity.

HON. P. C. JONES.

I think the government funds now swelling the treasury to a big surplus would be just as safe in the banks as in the vaults of the treasury department. If this public money can not be touched without legislative action—and I don't think it can—I believe that the minister of finance should reduce the rate of interest in the Postal Savings Bank, say, to 3 per cent or 3½ per cent; this reduction would tend to discourage people from continuing to deposit in the Postal Savings Bank, and either this money would circulate, or be deposited in the banks, which, in turn, would circulate it. At any rate, the government would be relieved from paying interest on moneys, when it has a big surplus of the same in its treasury. After January 1 I think it would be a good idea to reduce the Postal Savings Bank interest. As to the surplus, however, I don't think it can be handled without proper legislation.

H. E. WAITY.

I do not see how the surplus funds in the government treasury can be legally brought into circulation. It certainly is true enough that it ties up a whole lot of money which ought to be out in the public market.

It is my belief, however, that the minister of finance is considering some scheme which will shortly be broached. The money will have to get out in a short time. This surplus money question also brings it strongly to my mind that the Postal Savings Bank deposits should be discouraged, and this could undoubtedly be accomplished by putting down the interest to a very low rate and giving depositors several months' notice. There certainly is no need of the government paying interest on money in one branch while it has such a great surplus of moneys in its treasury vaults and money steadily pouring in. The Postal Savings Bank will become needless when Congress takes action on the Hawaiian bill, and it would do no harm to begin winding up its affairs now.

However, I don't incline to the opinion that the surplus in the treasury is so bulging as some people try to make it appear. I do not think it is feasible to distribute the money to the banks. The banks as a rule have not on hand such securities as the government would expect as against deposits, such as Hawaiian government bonds, and to go into the market and buy such securities would be to do so at a great premium, because they would have to buy from people who in reality have no desire to sell. For example, if the treasury department were to make an attempt to place the surplus funds with the banks it could only be a temporary measure at best, and they would, in recognition of prudence, certainly have to require securities no less stable than government bonds. If this were to be carried out, the securities bought up and placed with the government, it would simply be money put in the hands of the present bondholders and substituted for the bonds which they hold.

Referring again to the Postal Savings Bank proposition, the government is, in my opinion, warranted to be allowed to draw from the general unappropriated funds to whatever may be necessary for the payment of money deposited in the savings bank. It does not disburse its deposits; simply holds them. If that money were deposited with the other banks, they would disburse it to the same extent they would their other deposits. A large proportion of the money in the treasury comes through the Postal Savings Bank.

HON. L. A. THURSTON.

I think that the government has the full right, without legislation, to deposit surplus government moneys in any bank which it may select. I think that confusion has been imported into this question by proposing that the government should "loan" money to the banks. I don't think the government has any power to loan money to a bank or to anyone else without legislative authority. A deposit by the government in a bank, however, is no more a loan than is a deposit by a private citizen of his surplus moneys a loan to a bank. It would do little good, however, if the government should deposit money in the banks and make it subject to call without notice. My suggestion would be that without there being any legal, binding agreement there should be a tacit agreement or understanding between the government and the banks that the government would deposit a given amount in a bank for say six months, and that it would not be withdrawn from the bank during that period unless exceptional requirement compelled it. Whether or not interest should be paid by the bank on the deposit is a question of detail. I should think that precedent on the mainland should govern somewhat in this respect.* I know that national, state, city, and county governments make deposits in banks of their surplus funds, but I don't know whether interest is charged therefor.

As to whether or not security should be required it seems to me entirely proper that the government should ask it, although in this respect I should think precedent can be consulted. If securities are to be taken, naturally government bonds would be the ones which would afford the best security to the government.

I think the chances are that the present stringency will not last for more than six months, for the reason, first, that by that time dividends from the next crop of sugar, which will be the largest on record, will be coming in; second, the legislature will probably have met and provided for the expenditure of the surplus and probably reduce some of the more burdensome of the taxes which are now producing more money than the government needs; and, third, additional foreign capital is constantly coming into the country relieving the financial stringency, which is caused simply by an attempt to develop the plantation industry more rapidly than local capital could well take care of.

L. E. PINKHAM.

It is certainly a serious matter in an isolated country to have a great idle sum of money tied up in the public treasury with no prospective relief except forced expenditure on public works, for the temptation is to enter into ill-advised projects and expenditures that later prove a waste of public funds. Public works should not be an expediency to get rid of an unexpected accumulation of money and return it to circulation; besides it is too slow in its operation.

We have before us the example of the United States Government, which has its banks of deposit in the various money centers of the country, in which Government funds are deposited, thus enabling those banks, by loans, to keep in circulation vast sums of money that otherwise would be locked in the Treasury vaults. In times of stringency the United States Treasury makes special efforts to increase its deposits in these banks. The security usually exacted from those banks are United States Government bonds, which are deposited with the United States Treasury to cover the deposits. The United States Treasury has even gone farther and accepted municipal bonds of the city of New York as security.

I suggested to a local banker the other day a similar means of relief here, but the reply was the banks practically held no Hawaiian government bonds.

It occurs to me, in case of severe stringency, the confidence of the public and holders of securities in general in our banks is so firm that the holders of Hawaiian government bonds would willingly loan them to our banks at a low rate of interest, say 2 per cent per annum or even 1 per cent, and thus the banks would be in position to tender the Hawaiian government its own bonds as security for deposits of government funds. Thus an additional income would accrue to both bondholders and banks and the financial pressure be relieved. No man or government can ask better security than his own obligations. The present situation is one never anticipated, but undoubtedly is and should be within the scope and power of the cabinet to meet, certainly if with the concurrence of the advisory council.

In the United States it would be simply an Executive matter.

B. F. DILLINGHAM.

In my opinion the holding of the surplus government funds in the treasury and the small prospect for an early appropriation of them, is a blocking up of the working capital of the community. I believe that it is possible for the money to be

deposited in the banks, if proper security can be offered—government bonds, for instance. If there should at any future time be a stringency in the market and the legislature be without power to meet and make necessary appropriations, that if the banks could offer government bonds as security the government could put out some of the money. This plan, I believe, is somewhat generally believed to be easily within the scope of the powers of the government.

W. W. HALL.

It is a very serious matter to withdraw so much money from general circulation but it seems to me a graver matter that with so much surplus in the treasury it cannot be used to build public roads, widen our streets, and make many public improvements which are absolutely necessary. Since the president decided that no election could be held, and there is no prospect of the legislature meeting, I am of the opinion that the members of the last legislature should hold over, and appropriations be made by it of this surplus. I don't think the council of state has any authority in the matter, for there is no emergency such as war or pestilence, by which the money could be taken from the treasury and thus put into circulation. It is certainly a shame that public moneys received into the treasury should be the means of causing a stringency in the public money market.

HON. J. A. M'CANDLESS.

I don't see that anything can be done with the big surplus. In my opinion the council of state has absolutely no authority to appropriate any of it, and therefore will have to remain in the treasury until the legislature, whenever it meets, can make its regular appropriations. Of course, if anything extraordinary happens which calls for a sudden appropriation, the council of state would then exercise its power. As it is, I am afraid no one can touch it for public uses.

A. S. HUMPHREYS.

It certainly would be a good thing if the surplus in the treasury could be loaned to the banks and thus reach the public market, but I do not think it can be done by any warrant of law. As for legislative action, of course that would be different, but the old legislature can not hold over to make appropriations. We must await Congressional action.

E. D. TENNEY.

How can the surplus money in the treasury be made available? Well, I don't see how it can be legally touched under any pretext, except for some great emergency. Even though the legislature fails to meet, I don't see how anything can possibly be done except to let it lie there indefinitely until some Congressional action gives the Hawaiian government authority to make the necessary appropriations. Of course, tying up so much money will eventually cause a stringency in the money market, but for all that, it doesn't appear quite clear to my mind that the money can be handled—just keep taking it in, that's all. Now as to loaning the money to the banks, I do not believe that such a course would be legal. No; I consider that the only feasible plan to get the money out of the treasury would be to break into it and carry it off.

It is claimed by many, if there had been no surplus in the treasury there would have been no buildings burned in Honolulu on account of the bubonic plague.

EXHIBIT 31.

COMMITTEE ON RAILROADS,
UNITED STATES SENATE,

Washington, D. C., December 6, 1900.

AMERICAN SETTLERS' ASSOCIATION,
Olaa, Hawaii.

GENTLEMEN: I am in receipt of yours of November 11 in relation to the lands and land laws of the Territory of Hawaii. I think I realize, to some degree, the difficulties already encountered and which will be

emphasized in the future regarding the proper and equitable distribution and disposition of the lands of the Territory. I foresaw more than a year ago that the present system was incompatible with the American view (which I deem to be the right one—that of giving or securing homes to the great majority of the people), and have been trying as best I could to get an investigation made at the expense and in the interests of the government of the public land system and of the public lands of the Territory. Unfortunately, Congress at the last session made no appropriation for anything of this kind, and so nothing has been accomplished. I hope at this session of Congress that an appropriation will be made for that purpose. I beg to assure you that I am much interested in seeing a proper solution of the land question in the islands. Ever since my last visit there I have been convinced that the most important question to be solved was the land question, and that it must be solved in such a manner as to give homes to the largest possible number of people.

Yours, truly,

C. D. CLARK.

EXHIBIT 32.

DEPARTMENT OF THE INTERIOR,
Washington, July 14, 1900.

Mr. E. A. HORAN,
Olaa, Hawaii.

SIR: Your letter has been received, inquiring as to whether an appeal will lie under the act of April 30, 1900, from the official action of the commissioner of public lands for Hawaii to the Commissioner of the General Land Office or the Secretary of the Interior at Washington, D. C.

In response thereto, I have to state that hypothetical questions of this character are not considered by the Department. When the question presented by you arises in some particular case and is brought before the Department for consideration and action, the question presented therein will be determined.

Very respectfully,

THOS. RYAN, *Acting Secretary.*

DEPARTMENT OF THE INTERIOR,
Washington, March 26, 1901.

Hon. NICHOLAS RUSSEL,
President of the Senate, Honolulu, Hawaii.

SIR: Your letter of the 11th instant has been received, inviting attention to the disposition of unoccupied public lands in Hawaii, whereby the settlers thereon have been dispossessed, and suggesting that provisions should be made to permit them to perfect entries for the lands on which they settled, to the extent of area as might be determined by Congress.

In response thereto, I have to advise you that the same will receive consideration.

Very respectfully,

E. A. HITCHCOCK,
Secretary.

1135, 1142.—[Note: These figures relate to affidavits filed in the Interior Department. Your committee should see them.]

EXHIBIT 33.

REPUBLICANS IN CONVENTION, MAY, 1900—PROCEEDINGS AT THE LENGTHY EVENING SESSION—PERMANENT OFFICERS AND DELEGATES ELECTED AND A PLATFORM ADOPTED.

Progress Hall was brilliantly illuminated last evening. * * *

A. G. M. Robertson, chairman of the committee on resolutions, then read the following report:

Be it resolved, We, the Republicans of the Territory of Hawaii, in convention assembled, do hereby declare our adherence to the principles of the Republican party of the United States, and, in so far as we can, pledge our hearty support to the party and its policy.

We indorse the foreign policy of the Administration of President McKinley, and congratulate the Republican party and its leaders on the position taken which resulted in the annexation of Hawaii.

We appreciate and are thankful for the liberal terms of the act whereby Hawaii constituted a Territory of the Union.

We look forward with eager interest to the laying of a cable that will connect the Territory with the mainland and the world, and to the speedy completion of the Nicaragua Canal, whereby Hawaii will become in fact the crossroads of the Pacific.

We favor the speedy enactment of laws for the establishment of such county and municipal governments as may be necessary to bring the conduct of our local affairs into full accord with the theory of American institutions and the principles of home rule.

We declare ourselves in favor of the extension of the homestead principle and the enactment of such laws as will, with the least difficulty and expense, provide homes for the many.

We call upon all citizens and voters of the Territory who are in sympathy with the principles of the Republican party, and in favor of good government, to join our ranks and associate themselves with the party that has ever stood for liberty and progress.

We believe the interests of Hawaii can best be trusted in the hands of the party that gave to the country a Lincoln and a Grant, a Garfield and a McKinley.

Respectfully submitted.

A. G. M. ROBERTSON,
GEO. W. SMITH,
C. P. LAUKEA,
A. B. LOEBENSTEIN,
A. N. KEPOIKAI,
Committee on Resolutions.

The Hawaiian version having been gracefully read by C. P. Laukea the platform was adopted amid prolonged cheering.

Delegates were present from every part of all the islands.

BY MR. A. HERBERT — VETERAN AGRICULTURIST MAKES A POINTED REPORT—VIEWS ON LAND HOLDINGS—FREIGHT RATES OF THE COMMON CARRIERS—LEASED TRACTS—DESTRUCTION OF FORESTS.

To the Bureau of Agriculture and Forestry:

In accordance with your request to examine into and report upon the condition of the Government forest land, water courses, and springs I submit the following report:

I have for the past ten years called the attention of this forestry bureau and of our Government to how our once beautiful native forests are destroyed by cattle and horses. [Herbert's Cry in the Wilderness.—Editor Advertiser.]

Thousands of acres of forest have been destroyed, hundreds of thousands of forest trees dead and dying. This is particularly noticeable on Government land under

ing and short leases. Something should be done at once to stop the destruction by burning in the forest and removing the worthless cattle and horses. Your attention is called to Chapter XXX, section 4, on forestry law.

In tours of inspection I notice with regret how the holders of small areas, say from five to fifty acres, are decreasing and are being absorbed by the sugar promoters and land speculators. The decrease of small areas is particularly noticeable among the native kulianas on Oahu and within the environment of Honolulu, which have passed into other hands. This is a stubborn, undeniable fact. We find the small, native homesteads deserted; the young and middle-aged people have come to our sea ports, only the aged and some children remaining.

This bureau should be the most important department under our Government; even the paramount board of health should be subordinate. In Washington, D. C., when a hospital or a site for a schoolhouse is desired the Agricultural Department makes the selection for a location.

The three most progressive nations in agriculture in the world—the Germans and the Americans, and following them the English—have their agricultural bureau their leading department.

The Wahiawa, Oahu, and American homestead associations were organized a year ago under our homestead laws, and settled on barren, unimproved land 16 miles from Pearl City and 10 from Waialie. In one year these sturdy farmers have done much with very, very limited capital but determined to make for themselves and family a permanent home in our genial climate. Mr. Kellogg, one of the twelve settlers, said a few days ago that he had cleared \$200 from one acre of land in watermelons, tomatoes, and small vegetables. Also that he saved \$19 in freight by hauling one load of produce from his place to Honolulu and a return load of lumber in place of having it sent by rail.

A number of complaints come to this bureau from small producers of all the islands, complaining of the extortionate charges of our transportation companies; our two large island steamship companies in particular. We claim that our island steamship and railroad companies are not justified in taking the position that their business is to extract as much as possible out of the producer in order to show a credit balance.

We have on the island of Oahu alone over 20,000 acres of Government land on which the lease expires in less than two years. This land fronts on the ocean, has Government road, railroad, and telephone line running through it. Hundreds of American and European farmers could settle on this land—such men as we have at Wahiawa. There can be no injustice in having this land divided into small holdings, as the present lessees have had the land for the past fifty years for less than 6 cents per acre per annum. But settlers on such land must cooperate. Cooperation is the German farmers' stronghold. It is of various kinds. There are cooperative credit banks, cooperative steam plows, drainage, and irrigation. Cooperation is the key to success, and has started and saved many poor farmers.

Looking over the whole field of Hawaii's marvelous and varied industries, I feel an unshaken faith in the future prospects of our horticultural industry. In the next report I will call your attention to the silk, rubber, and other important industries.

It is of importance to this island that the truth should be told regarding the actual conditions here and the opportunities for a white immigration. A large number of Japanese are coming to these islands, mostly as contract laborers, for the nominal purpose of entering on the plantations in the sugar industry, but who subsequently find their way to the towns of our sea ports and enter into serious competition with the American and European artisans and small tradespeople. This is clearly undesirable; the Japanese, like the Chinese and Portuguese, are not agriculturally inclined.

A. HERBERT.

MEAT FOR HAWAII—HEAVY BEEF AND MUTTON HUI FOR THE BIG ISLAND—A RANCH CHANGES HANDS—COL. SAMUEL PARKER AT THE HEAD OF THE NEW COMPANY—SUPPLY FOR THE FUTURE.

One of the largest land deals ever chronicled in the records of the islands will be consummated on the return of Col. Samuel Parker from the mainland.

For some time past Colonel Parker has held an option of purchase over the Humuula and Kaoha sheep stations on the island of Hawaii, comprising an acreage of 237,000 acres and immediately adjoining his

present ranch of about 300,000 acres, and was only prevented from completing the purchase before his departure through a difficulty in obtaining a complete inventory of the stock carried.

The lease of this great property, which expires in 1908, is held by August Hanneberg, manager of Olowalu plantation, his brother Armin, of Honolulu, and Manager Gramberg, who together hold the whole of the 1,000 shares of the Humuula Sheep Station, which is capitalized at \$100,000.

With the real estate there is sold about 30,000 head of sheep, 7,000 lambs, 600 horses, and also 2 shares in the Metropolitan Meat Company.

The purchase price is said to be \$70,000. It is understood that H. Waterhouse & Co. were the brokers who brought about the transfer, but upon inquiry there, beyond admitting that Colonel Parker held an option, they declined to give any information.

The Humuula Sheep Station is the ranch from which heavy drawings of mutton are made for the local market, and the object of the new ranch company, of which Colonel Parker is the reputed head, is to place a check on the present heavy drafts from that island and conserve the present stock to supply the rapidly increasing demand in Hawaii.

This action will of course affect the local supply.

Grazers, landowners, and business men generally of the big island have for a long time been considering or expecting precisely the step that has been taken by Colonel Parker. The population of Hawaii is increasing very rapidly, and with the extension of established canefields and the establishment of new plantations the pasturage area is contracting. At the same time the call from this place for live stock from Hawaii has become stronger and stronger from month to month. The agitation on Hawaii for "protection" of the meat supply of the big island has resulted in the formation or the proposal to form a concern that will be a factor of the caliber of the Metropolitan Meat Company of this city, upon the same lines, but probably a "closer" corporation.

No less a personage than United States Senator Clark is a member of the new company.

HAWAII WANTS A HOMESTEAD LAW AND MUST HAVE IT.

The two-column circular herewith is taken from the Hawaiian Gazette of November 3, 1899. (The Gazette has always supported the official acts of the Hawaiian land department and the officers of the Republic of Hawaii.)

The report of A. Herbert to the bureau of agriculture and forestry plainly shows that the very small holdings are failures and the very large leases are frauds.

The second column, headed "Meat for Hawaii," is nothing short of an Hawaiian meat trust, and in the deal it gets control, by assignment of lease, of 237,000 acres of public lands, now the property of the United States.

That the deal as above stated was consummated is shown by the fol

coming from the Evening Bulletin, May 4, 1900. (Published at Honolulu):

FRIDAY, MAY 4.

Hon. Sam Parker said this afternoon that the deal for the Humuula ranch was consummated and the papers would probably be signed this afternoon or to-morrow. The purchase is of the leasehold, which has about eight years to run and covers 5,000 acres of fine pasture land on which are 30,000 sheep and upward of 600 head of horses. The purchase price is \$70,000.

With this purchase and the lands already secured by Mr. Parker, he will control nearly 1,000,000 acres of land on the island of Hawaii. The Humuula property will be run separate and distinct from the Mana estate. On being questioned, Mr. Parker said that the new purchase would have more or less bearing on the reorganization or extension of the Metropolitan Meat Company, in which he was quite a heavy stockholder. He denied the often-heard statement that a new meat company was to be organized, but said that the reorganization and extension of the present company would take place at once and the new markets contemplated would be in working order very soon.

"I am now through with Hawaii," said Mr. Parker, "and shall next turn my attention to securing desirable lands on the island of Maui; from there I shall go to Lanai, Oahu, and Kauai in succession to secure whatever good land I can for the company."

"What will you do then?" was asked.

"Well," said Mr. Parker, with a straight Republican smile, "you may state that I will probably branch out toward Niihau."

To the everlasting disgrace of the Fifty-sixth Congress the following provision, relative to the public lands of Hawaii, which passed the House of Representatives April 9, 1900, was allowed to be stricken out by the conference committee:

SEC. 73. That * * * Provided, however, that all sales, grants, leases, and other dispositions of the public domain, and agreements concerning the same, shall be reported in writing each month to the Secretary of the Interior, who shall have authority to confirm, reverse, modify, suspend, and annul any of said transactions. That all of said transactions so reported upon which no action shall be taken by the Secretary of the Interior within sixty days from the filing of such reports in his office, shall thereupon and thereby be confirmed and ratified.

The Secretary of the Interior is hereby authorized and required to provide and promulgate the rules and regulations relative to all contests on the disposition of the public domain and appeals to him.

Can any sane member of Congress give any good reason why this provision was stricken out?

The Hawaiian Territorial bill, as passed by the Senate February 27, 1900, contained the following:

That the sum of fifteen thousand dollars, or so much thereof as may be necessary, be hereby appropriated, out of any money in the Treasury not otherwise appropriated, to be immediately available, to enable the Secretary of the Interior to examine the laws of Hawaii relating to public lands, the proceedings thereunder, and all matters relating to public lands, including the selling, granting, leasing, or other disposition of the public domain, and all cements or franchises concerning the same granted by the Hawaiian government prior to the eleventh day of September, eighteen hundred and ninety-nine, and subsequent to the twelfth day of August, eighteen hundred and ninety-eight.

And to enable the Secretary of Agriculture to examine into all matters concerning agriculture and forestry and public roads in said Territory, which duties shall be performed with all convenient speed; and each of said officers shall report to the President of the United States with recommendations upon the matters concerning which he is herein charged. The appropriation herein provided for shall be divided equally between the Department of Agriculture and the Department of the Interior, and the necessities of the investigations of each shall demand.

Can any sane member of Congress explain why this proper and necessary provision was not included in the report of the conference committee and made a part of the organic act?

There is no answer, other than carelessness on the part of some and duplicity on the part of others.

By a provision inserted in the organic act at the request of the special agent or representative of President Dole at Washington the President of the United States is requested to approve of the official acts of the Hawaiian land department from the 7th day of July, 1898 to the 28th day of September, 1899; among other things to approve 22 separate deals whereby the public lands of the United States in the Hawaiian Islands is disposed of to Japanese and Chinese, none of whom were at any time either citizens of Hawaii or of the United States even the Hawaiian land law provided against such transactions (secs. 31 and 58, land act of 1885, qualifications of applicant)—and also asked to approve of as many more disposals to corporations. It is clearly evident that the land department of Hawaii did not want an investigation of “land laws of Hawaii or the proceedings thereunder” hence the untiring efforts of their lobby at Washington to have such provisions stricken out. In place of which, wholesale approval is provided for without investigation. American citizens here in search of homes on the public domain would like to know if it is the intention of Congress to have all the public lands in the Hawaiian Islands disposed of to corporations and to Japanese and Chinese, while they are almost wholly prohibited by reason of appraisement so high for poor land covered with almost impenetrable jungle, high up on the mountain side, and by entering into conditions and terms of payment that would make Shylock blush.

This association will send the land laws of Hawaii to any person applying for the same. (Write to American Settlers' Association, Olaa, Hawaii.) When you get the law you can judge for yourself.

The land law for the disposal of the public lands in the Hawaiian Islands, the property of the United States, remains much the same as it existed under the Republic of Hawaii, and so thoroughly is it repudiated by the people in the islands that the Republican party in convention assembled at Honolulu, May 30, 1900 (which was the only representative body of men that assembled in the Hawaiian Islands during the past five years, if not more, the legislature not excepted), adopted the following plank in its platform:

We declare ourselves in favor of the extension of the homestead principle and the enactment of such laws as will, with the least difficulty and expense, provide homes for the many.

This alone should be enough to convince any reasonable man that change must be made. It would have been useless for the Republicans to put a ticket in the field without such a guaranty in the platform.

A uniform homestead law for Hawaii is necessary and without delay. We therefore ask Congress at the second session to reconsider section 73 of the act approved April 30 and repeal the same, enacting in its stead a homestead law that will give an honest white man a chance to live in Hawaii; a law that will tend toward the development of the country; a law that will not turn back from our shores the practical American farmer, which has constantly been the result in the past.

Respectfully,

AMERICAN SETTLERS' ASSOCIATION.

EXHIBIT 34.

DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY,
Washington, D. C., October 16, 1900.

The AMERICAN SETTLERS' ASSOCIATION,
Olaa, Hawaii.

GENTLEMEN: I have your letter of September 8, with inclosures. The trip which Professor Stubbs made to Hawaii was for the purpose of making a preliminary survey, and, as you accurately state, he could not possibly visit all the islands in the limited time at his disposal. He did the best that could be done under the circumstances, and the Department is well satisfied with the results of his trip. It is the intention to establish a well-equipped experiment station in the islands, with a competent director at the head of it. I am giving the most careful consideration to the selection of this officer, and when he takes hold of his work all the agricultural needs and capabilities of the islands will have close and attentive study. The question of the revision of the land laws is, of course, a matter for Congress to consider, and lies wholly outside the jurisdiction of this (an executive) Department.

Respectfully,

JAMES WILSON, *Secretary.*

United States Supreme Court decision.

EXCLUSIVE POWER OF CONGRESS TO LEGISLATE AS TO PUBLIC LANDS.

(Gibson v. Choteau, U. S., 13 Wall., page 92. Opinion by Justice Field.)

With respect to the public domain, the Constitution vests in Congress the power of disposition and of making all needful rules and regulations. That power is subject to no limitations. Congress has the absolute right to prescribe the times, the conditions, and the mode of transferring this property or any part of it and to designate the persons to whom the transfer shall be made. No State legislation can interfere with this right or embarrass its exercise; and to prevent the possibility of any attempted interference with it a provision has usually been inserted in the compacts by which new States have been admitted into the Union, that such interference with the primary disposal of the soil of the United States shall never be made.

T. J. RYAN.

EXHIBIT No. —.

MOUNTAIN VIEW, HAWAII,
September 24, 1902.

Hon. J. H. MITCHELL,
Chairman United States Senate Committee.

SIR: I learn by the press that E. S. Boyd, commissioner of public lands, stated before your committee that "about 600 homesteads had been taken up since annexation, and that three-fourths of them were

bona fide settlers." Even if this was true, what is the matter with the other one-fourth who are not bona fide settlers? Why is it that their claims are not promptly canceled?

No contest law is one reason. But Boyd's statement is not true. On one tract of 1,400 acres, taken under a settlement-association plan in this vicinity there are only two of the men who ever lived on the land at all, and even these two are not residing on the land as they should under any law requiring residence.

On the New Oloa tract of about 18,000, most of which is taken under what he terms homesteads, there are not more than twenty actual bona fide residents. There are about as many more who partially reside there, but who are so poor that they must go down on the plantations to find work. I have nothing against these poor fellows and would do my best to help them hold their land. However, those who can best afford to live on their land are not there at all, and I am quite certain they never intend to live there. There is not 20 per cent of the land taken since annexation on which the entrymen are living in good faith to comply with any law whatever.

Yours, respectfully,

T. J. RYAN.

EXHIBIT No. —.

MOUNTAIN VIEW, HAWAII,
September 24, 1902.

Hon. J. H. MITCHELL,

*Chairman Subcommittee Pacific Islands and Porto Rico,
United States Senate.*

SIR: If this paper reaches you before leaving Honolulu, it is important for your committee to investigate the large amount of money sent out of this Territory by Japanese and Chinese. They send to China and Japan practically all their savings, which in the aggregate amount to a large sum every month. I was deputy postmaster at Mountain View for two years—1897, 1898—and even at this backward place the amount sent out every month was astonishing.

White laborers of any kind, Portuguese, etc., keep their money in Hawaii—invest it here and spend it here. Japanese and Chinese are a great drain upon the currency of the country.

The Japanese Government pays more interest on deposits from Hawaii than in Japan, i. e., the Government there to a large extent controls the banks, and the amount of savings by a Japanese here has so much more purchasing power in Japan, compared with Hawaii, that it pays all Japanese here to send their money to Japan. I know this from actual experience, and have conversed freely with Japanese sending money and they explained to me the advantage.

No one can possibly deny this, as everyone in Hawaii knows it to be true. I consider this statement as under oath, and would swear to it before a notary public if there was one anywhere near here; it is 8 miles from here to the nearest notary. Even this matter of the appointment of notaries public should be investigated, as partiality is shown by Attorney-General Dole, which we can and will prove later. After annexation the United States postal authorities were surprised

to find that the money-order department as to Hawaii far exceeded their expectation, and found that it was by reason of so many Japanese and Chinese sending money to China and Japan.

Ask almost any witness appearing before you, and you will find they agree with this, and at most they can not deny it.

Yours, respectfully,

T. J. RYAN.

UNITED STATES SENATE COMMITTEE,
Honolulu, Hawaii.

In addition to what I have said about Chinese and Japanese sending their earnings out of the country, it is important for your committee to obtain an opinion from United States District Attorney Breckons to show why the United States statutes regarding leases and sales of land to Japanese and Chinese are not enforced in this Territory—I mean private lands. They can only own or hold land for actual business purposes, but not for agricultural purposes, under the United States law, and it should be enforced. The Japanese and Chinamen buy and lease agricultural land and engage in agricultural pursuits in competition with the farmer and small planter. This should be stopped, and promptly, too. The law is on the books to do it.

Yours, respectfully,

T. J. RYAN.

EXHIBIT No. —.

TERRITORY OF HAWAII, ISLAND OF HAWAII,
Fourth Judicial Circuit, ss.

T. J. RYAN, being first duly sworn, deposes and says:

That he is the identical T. J. Ryan who testified before the United States Senate Subcommittee on Pacific Islands and Porto Rico, at Mountain View, Hawaii, September 20, 1902.

That he has, since that date, taken the statements of some 23 or more persons who are now holding public land in Olaa, district of Puna, island of Hawaii, under various forms of entry through the local land office at Hilo, Hawaii. And at the instance and request of said claimants, has reduced the substance of their several statements to writing. Some of said statements are extended at length and signed by the claimant making the same, and all the statements are reduced to abstract form on two pages of schedule, all of which are hereto attached.

That he took the data concerning each claimant from their land-office papers presented by them so far as the same relates to number of entry, number of lot, date of entry, and number of acres. The other information was orally given by each claimant and extended upon the abstract above referred to.

That this deponent is personally acquainted with all these claimants, with the lands they occupy, with the character of the soil, with the heavy growth of worthless timber, and with their circumstances, financial, social, and otherwise, with their statements as to the number of children in the settlement without school and the distances stated by them to the nearest schoolhouse at Mountain View; and this deponent avers that all said statements are substantially true. And that, besides

the number of children stated by these claimants, this deponent knows of other children in the settlement which would, altogether, number upward of 65 without any school privileges whatever. These people as well as in other localities throughout the Territory, are not permitted by law to retain the school taxes paid in the locality to maintain a school for their children. All such blessings must flow from the source of grace (?)—the centralized oligarchy at Honolulu.

Deponent further deposes and says:

That the statements extended at length, viz, J. R. Souza, Andre Nielson, Theodor Chorny, Nicolas Golovaty, and Martin Nielson, would have been sworn to if there was any officer in the vicinity authorized to administer oaths, the nearest of such officers being about 14 miles distant, which, going and returning, would necessitate a trip of about 28 miles. The willingness of each to make such statements under oath was in each case expressed to deponent by the person signing the same.

That in Hawaii the people of any locality are not permitted by law to elect even such petty officers as school director, road supervisor, or justice of the peace; and to the personal knowledge of this deponent, a qualified citizen, residing near Mountain View, whose character, responsibility, and capability are above reproach, has applied several years ago to the oligarchy, and renewed his application again and again, for appointment as notary public, and that all of said applications have been refused and neglected by the attorney-general, who controls such appointments.

That the statements signed by eight claimants concerning a public land sale at Hilo, September 20, 1900, and on the abstract referred to as "special agreements" (five pages, typewritten) are all familiar to this deponent, having been foreman on a part of said road during the time of its construction, and having resided upon lots 211, 212, and 213 of said New Olaa tract since June 9, 1899, and am residing thereat at the present time. As such settler and continuous resident, I am familiar with every detail of the settlement of the whole tract of about 20,000 acres. I prepared said typewritten instrument with great care, having consulted the land laws of Hawaii, the report of the commissioner of public lands to the legislature, as well as all other matters therein referred to, and have fully explained every detail to the persons signing the same, which with their personal knowledge of the facts (conclusions of law excluded) renders said document worthy of very careful consideration.

That the eight signers of said typewritten document constitutes a majority of the purchasers at said sale (September 20, 1900) who have settled upon the lots so purchased at said sale, or who have made the payments according to the terms of said sale, thus proving conclusively that said sale was a mere speculative freak, accelerated by the booming tactics of the local public-land officials. Of the 86 lots purchased at said sale (see report of the commissioner of public lands for the year ending December 31, 1900, pp. 29-31), the conditions as to payments and improvements on 15 of said lots have never been made. Not 20 per cent of said purchasers acted in good faith. More than 70 of said lots have never been improved or payments made thereon.

That this deponent has fully explained to all the signers of all the papers hereto attached the provisions of Senate bill No. 1344 introduced in the United States Senate by Senator Mason, and now pending before the Senate Committee on Pacific Islands and Ports.

Rico, showing that by the provisions of section 8 their entries may be changed with credit for payments heretofore made to the local land officers in Hawaii on account of lands entered by them, provided they remain settled on the land now occupied by them; also, the further provision allowing the settlers who had settled upon unoccupied public land prior to April 30, 1900, to perfect entry upon the tracts so settled upon by them not exceeding 160 acres. To the personal knowledge of this deponent there will be no conflict between the actual bona fide settlers in either case if said Senate bill should pass and become law as section 8 thereof now stands. All the signers of said papers are unanimous in this last-stated opinion that no conflict can occur.

T. J. RYAN.

Subscribed and sworn to before me by the said T. J. Ryan this 9th day of October, A. D. 1902.

[SEAL.]

W. S. WISE,
Notary Public, Fourth Circuit, Hawaii.

MOUNTAIN VIEW, HAWAII,
October 8, 1902.

This is to certify that I am the identical J. R. Souza, who appeared, was sworn, and testified before the United States Senatorial committee at Mountain View, Hawaii, on September 20, 1902.

That in addition to my testimony given there, I state that I have given the information set opposite and after my name signed on a schedule hereto attached, and directed Mr. T. J. Ryan to forward this information to the subcommittee of the United States Senate on Pacific Islands and Porto Rico.

I further state that about the month of September, 1901, I built a frame house 20 by 20 feet, one story, at about \$350, and put up a water tank costing \$60. That when I filed upon said land I had, in cash, about \$900, and I felt confident that I could put up the necessary buildings, make payments, and do clearing enough so that by the time my money was exhausted I would be getting something back out of the land to continue the payments and support my family. However, after putting up my house, tank, and expenses of moving, and commencing to clear, and after having made three payments of interest, I found that my money was entirely gone, and the land being so much harder to clear than I at first anticipated I could get nothing in return for my labor. I have a family consisting of myself, wife, and six small children, and am now in arrears for payment of interest to the Territorial government for this small tract of public land. A copy of the conditions which I am to fulfill is hereto attached, from which it can be seen that the officers of the Territory may at any time sell this lot at auction and drive myself and family out penniless through no fault of mine. I have endeavored to find employment outside, on the plantation and elsewhere, and have during the past year found some work to do at small wages and for short jobs; but all I can do is not sufficient to support my family and make the payments of interest semiannually in advance.

It may be asked, "Why did you buy this land at such a high price and on such conditions?"

No one who has not lived, or tried to live, in Hawaii can fully understand why, even though I should give a full explanation. I tried work-

ing on the plantations when my family was small and I found that from year to year I could gain nothing, although I worked all the time and practiced economy. I then tried it in town. I went to Honolulu about eleven years ago and the \$900 which I had when filing on this land represented my savings during all that time. Naturally I thought, as my family grew larger, I could not stand it in town and that, perhaps, I could do better in the country if I could get some public land, so that I attended the sale at Hilo September 20, 1900 and bid for land. At that sale there were quite a number of public officers, policemen, lawyers, doctors, and other professional men and speculators bidding, and they run this lot up on me to \$1,100. I had no choice. I could not go backward, and as they were bidding such high prices I thought that perhaps the land was worth the price offered. Even a clerk in the land office was allowed to bid at the sale and a lot was knocked down to him at something like \$1,150. After the sale I went to work honestly and in good faith, but I soon found that all the professional men, public officials, and speculators did not show up on the lands bought by them, and that many of them never made any payment whatever on the lots bid off by them, not even the amount due at the time of the sale according to the advertised conditions. I was thus led to believe, and I do believe, that a job was put up by the public-land officials with other officials of the government to bid the lots up to such high prices and catch all the unwary as victims; at any rate it has turned out that way. In Hawaii there are only small tracts of land opened to settlement at one time, and this causes people who really want land to undertake the payment of large prices per acre than they should. On account of the government being in the land business for revenue only, speculators can buy, and in fact are encouraged to buy, while they are not compelled to live on the land even though the conditions of the law require residence. So long as they keep up the payments they can and do hold the land, no matter where they live.

Therefore I hope Congress will act without delay and change the public-land laws for Hawaii. So far as I can learn I believe that Senate bill No. 1344 will afford all the needed relief to settlers like myself, and in future will guard against such land practice as has been heretofore in Hawaii.

It will prevent speculation and will secure to the honest settler land at such a reasonable price without interest, and the final payment after he has had time to get something out of the products of the land.

All the largest expense falls upon the settler when he first begins and he should not be required to pay interest. Besides, all persons who take land should be compelled to move onto the land in a short time, and all tracts where the entryman fails to reside should be open to contest and cancellation by another settler who wants the land for a home and who will honestly comply with the law. If no such relief comes to me, and if it does not come quickly, I am sure I will lose the land which represents a lifetime of hard work, and I and my family will have to go out without a dollar.

J. R. SOUZA.

• SPECIAL AGREEMENT.

This agreement, made this 20th day of September, A. D. 1900, between J. F. Brown, commissioner of public lands, on behalf of

the government of the Territory of Hawaii, party of the first part, and J. R. Souza, of Hilo, island of Hawaii, party of the second part, witnesseth:

That whereas, under section 17, of the Land Act, 1895, as continued in force by an act to provide a government for the Territory of Hawaii, the lot of land hereinafter described was offered for sale at auction by the commissioner of public lands, under terms and conditions approved by the governor of the Territory of Hawaii, July 23, 1900, and endorsed herein; and whereas, at such auction sale, held September 20, 1900, in Hilo, Hawaii, the said party of the second part, being the highest qualified bidder, became the purchaser of lot No. 23 of public lands map, No. —, and has made payment to the commissioner of public lands in the sum of thirty-three dollars, being six months' interest in advance on \$1,100 purchase price.

Now, therefore, the said party of the first part, in consideration of the above payment and the covenants of the said second party of the second part to fulfill the conditions of sale endorsed hereon and made a part hereof to be performed by him, hereby authorizes and empowers the said party of the second part to take immediate possession of said premises and to occupy and use the same, subject to all the conditions herein referred to.

And the said party of the second part for himself and his heirs and assigns hereby covenants and agrees with the party of the first part and his successors that he will observe and perform and hold himself subject to all the conditions of sale herein referred to.

In witness whereof the said parties have hereunto set their hands and seals as of the day and year first above written.

[L. S.]

J. F. BROWN,
Commissioner of Public Lands.
J. R. SOUZA.

The land hereinbefore referred to:

Lot No. 23; location, Olaa new tract; area, 49¹⁴/₁₀₀; purchase price, \$1,100.00.

TERRITORY OF HAWAII,
Island of Oahu, ss:

On this 17th day of December, A. D. 1900, personally appeared before me, J. F. Brown, commissioner of public lands, known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein set forth.

[L. S.]

E. S. BOYD, *Notary Public.*

TERRITORY OF HAWAII,
Island of Oahu, ss:

On this 14th day of January, A. D. 1901, personally appeared before me, J. R. Souza, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein set forth.

[L. S.]

E. S. BOYD, *Notary Public.*

THE CONDITIONS OF SALE HEREINBEFORE REFERRED TO AND UNDER WHICH THIS AGREEMENT IS ISSUED.

The purchase price of the land to be paid within ten years, either in full at any time within said period of ten years or in installments of one or more tenths of the purchase price on any interest date.

Interest at the rate of six per cent per annum from date of agreement on unpaid balance of purchase price, payable semiannually in advance.

Purchaser shall substantially improve his holding within one year from date of agreement, and shall from the end of the second year have under cultivation at all times not less than 10 per cent of the premises.

To entitle him to patent grant, giving fee simple title, he shall continuously maintain his home upon the premises for a term of six years and have at the end of such term 25 per cent of the premises under bona fide cultivation, or shall have maintained his home continuously upon the premises for four years and have under cultivation at the end of such period 50 per cent of the premises; such maintaining of home to begin at any time before the end of the fourth year from date of agreement.

He shall plant, if not already growing, and maintain in good condition from the end of the second year, an average of not less than ten timber, shade, or fruit trees per acre.

He shall allow the agents of the government at all times to enter and examine the premises, and shall pay any taxes that may become due on the same.

At the end of the tenth year or earlier, if all the conditions thereto have been substantially complied with, the purchaser shall be entitled to a land patent conveying fee simple title to the land described in agreement of sale.

In case of default or failure to perform the required conditions, the commissioner may take possession of the premises and may sell the same at auction, either as a whole or in parcels, for cash or on terms of time payments; and if such sale results in advance on the original price, the original purchaser to receive therefrom the amount of his payments to the government on account of purchase, without interest and a pro rata share in such advance in proportion to the amounts of his payments. If such sale shall result, however, in a less price than the original, the amount returned to him shall be charged with a pro rata amount of such decrease proportioned to the amounts of his payments.

An agreement of sale covering such conditions shall be made with the government and no assignment of interest under such agreement shall be made without the written consent of the commissioner of public lands.

MOUNTAIN VIEW, HAWAII,

October 7, 1902.

This is to certify that I am the identical Andrew Nilson who appeared, was sworn and testified before the United States Senate Subcommittee on Pacific Islands and Porto Rico, at Mountain View Hawaii, September 20, 1902.

That owing to the short session at that place and the large number

of witnesses there appearing to give their evidence concerning the administration of the public lands in Hawaii, and other public matters, I was not able to set forth all the matters which I wished to lay before the Senatorial committee.

In addition to my evidence then and there given I wish to add, that I am now and was then settled upon lot No. 38, Olaa New Tract, containing 50 acres. Appraised by the Territorial officers at \$450 or \$9 per acre. That I made said entry September 9, 1901, under right of purchase lease; containing the condition that I should pay 8 per cent interest semiannually in advance. I went upon said land September 9, 1901, and afterwards on January 16, 1902, I commenced residence in the house which I built. Said house is 14 by 24, two stories high (frame), and cost for material about \$450, and being a carpenter I built it myself. Since that time I have cleared about one acre of land and planted various kinds of vegetables. I find that the soil is extremely poor and unproductive, and unless a man should have something like 160 acres of such land at a nominal price of from \$1 to \$2 per acre, so that he could partially clear large portions of it, fence it and raise cattle, hogs, and other stock, he could not make a living in any other way. Being a carpenter I could work at my trade and in that way, perhaps I could succeed if I could obtain such work, but that is nearly impossible for the reason that the sugar plantations almost exclusively employ Japanese as carpenters, and refuse work to white men. The few other settlers who are allowed public lands are (like myself) very poor men, having little or no means to erect buildings, only the smallest and cheapest kind, therefore there is practically no carpenter work among the settlers. Even contractors on public works, such as schoolhouses, bridges, etc., are allowed to hire Japanese. The competition of Asiatics against white men as to both skilled and unskilled labor is equally deadly to the white man.

For instance, the house I built on my land I find none too large for my family, but such a house would afford ample room and accommodations for fifty Chinese or Japanese. It is the same when I undertake to raise any products of the soil. On every hand those white men who have lived in Hawaii for a great many years, and who own lands in fee, rent the same to Chinese and Japanese at a higher rate of rent than a poor white man can afford to pay. Then these Chinese and Japanese tenants are in open competition with the white man as to every product of the soil, and they are beginning to raise cattle, hogs, chickens, and every kind of meat stuff in competition with the white man.

Added to all this, the Territorial land officers arbitrarily fix an extortionate price on the small pieces of public land allowed to settlers at a usurious rate of interest. Then, with practically no markets, no work outside, poor soil, heavy clearing of worthless timber, no schools, few roads, excessive rains, and for want of room, inability to keep cows and other stock to obtain fertilizer with which to improve your soil, the white settler is driven out by poverty ever increasing.

In view of those conditions which do exist, and which should not exist, and which will not long exist if Congress does its duty, I trust the administration of the public lands will be promptly taken over by the United States under the United States land department. I respectfully ask your careful consideration of Senate bill No. 1344, "to provide special land laws for the Territory of Hawaii."

Its provisions have been fully explained to me, and after a residence of more than twenty years in Hawaii I say that such provisions will go far toward settling up the country with independent white farmer and stock raisers, besides its provisions will afford relief to all the settlers now on the public land, such as myself, for the reason that we would be allowed under its provisions to transmute our present entries with credit for payments heretofore made, abolishing all further rate of interest, and establishing a uniform price of all lands of each class within the ability of the settler to pay, and making the final payment in the future sufficiently far to enable us to earn something out of the land with which to make final payment. I have directed Mr. T. J. Ryan to write down this information and my statements to be forwarded by him to your committee.

ANDREW NIELSON.

[Copy—Right of purchase lease.]

TERRITORY OF HAWAII—RIGHT OF PURCHASE LEASE—FIRST LAND DISTRICT.

No. 246.

Whereas Andrew Neilson, of Hilo, island of Hawaii, has made application in accordance with the provisions of Land Act, 1895, as continued in force by an "Act to provide a government for the Territory of Hawaii," passed by the Fifty-sixth Congress of the United States of America on the 27th day of April, and approved on the 30th day of April, A. D. 1900, for a right of purchase lease of the land hereinafter described, appraised at the value of \$450, as hereinafter set forth, and has paid the statutory fee in relation thereto, amounting to \$18, the receipt of which is hereby acknowledged;

And whereas the said applicant has complied with the provisions of the Land Act, 1895, as aforesaid, and it appears expedient to grant the said right of purchase lease on the terms and conditions herein after set forth;

Now, therefore, in pursuance of the powers vested in me as subagent of public lands for the first land district, with the approval of the Commissioner of Public Lands, and in consideration of the said fee and of the conditions herein contained to be performed by the said Andrew Neilson and the successors to his right, herein referred to and included in the term lessee, I do hereby demise and lease to the said lessee the premises hereinafter described for the term of twenty-one years, from the 1st day of October, 1901, upon the terms and conditions following:

The annual rental to be paid in respect of the said land shall be the sum of \$36, payable in equal installments half yearly, in advance, to the subagent of the first land district, on the 1st day of April and the 1st day of October of each year during the continuance of this lease.

The lessee herein shall pay all taxes that may become due on said premises. He shall not make or suffer any waste of the said premises or the improvements that may be placed thereon during the continuance of this lease. He shall allow the agents of the Territory of Hawaii and the United States at all times to enter and examine the said premises.

And it is hereby declared and agreed that these presents are intended to take effect as a lease, with right of purchase, under the provisions of Part VII, of the Land Act, 1895, as aforesaid, and the provisions of said Part VII and all other provisions of the said statute applicable to such leases, and shall be as binding upon the parties hereto as if such provisions had respectively been set forth herein.

In witness whereof I have hereunto set my hand and seal, this 9th day of September, A. D. 1901.

E. D. BALDWIN,
Subagent, First Land District.

Received the above lease this 9th day of September, 1901.

A. NILSON.

The within right of purchase lease is hereby approved as of the 9th day of September, 1901.

E. S. BOYD.
Commissioner of Public Lands.

NOTE.—Conditions referred to are sections 61 to 70 of Part VII, and section 15, Part III, of Land Act, 1895.

MOUNTAIN VIEW, HAWAII,
October 6, 1902.

This is to certify that I have personally requested Mr. T. J. Ryan to write down the information concerning my entry of public land in the New Oloa tract, district of Puna, island of Hawaii, for lot No. 97, containing 50 acres, and I further request that the same be submitted by him in my behalf to the subcommittee of the United States Senate investigating public affairs in Hawaii. In addition to the information thus written in the schedule hereto attached, say: That I am a very poor man, with a family of wife and seven children; that I came to Hawaii as a contract laborer, under contract dated April 3, 1897, which contract was canceled by operation of act of Congress approved April 20, 1900. My house is 10 by 16 feet, and cost about \$90. I am unable to earn enough to support my family on the land taken, and am compelled to work on the plantation all the time, so that I can not make improvements on the land. Being required to pay 8 per cent interest semiannually in advance is an extreme hardship, and I am wholly unable to do so. The soil is very poor and the clearing very difficult. There is no market for anything a man can raise, and therefore I hope some relief may be granted by Congress. If not, many will be compelled to abandon their lands.

THEODORE CHOENYI.

MOUNTAIN VIEW, HAWAII,
October 6, 1902.

This is to certify that I have personally requested Mr. T. J. Ryan to write down the information I have this day furnished him on a certain schedule hereto attached and directed him to forward it to the subcommittee of the United States Senate investigating public affairs in Hawaii, concerning my entry of public land in the New Oloa Tract, district of Puna, island of Hawaii, viz: Lots 98 and 99, consisting of about 100 acres; and I further state that these statements would be

made by me, under oath, only that the nearest notary public is about 14 miles distant, and no one nearer authorized to administer oaths. My house, 15 by 20, cost about \$250. No other buildings. I am unable to raise enough to support my family on the land, and am obliged to seek employment wherever I can find it, and it is very hard for a white man to obtain employment, as he is in competition with Asiatics in everything he attempts to do. It is quite impossible to pay 8 per cent interest semiannually, in advance, and such a high price for such poor land, so hard to clear, without schools or market. It is 2 miles from my land to road. I hope Congress will, without delay, pass a public land law for Hawaii and furnish the needed relief to myself and other poor men.

NICOLAS GOLOVATY

I, Leo Allmann, of Aloa, being the holder of right-of-purchase lease No. 239, in consideration of transferring lots 321-325 to me by deed dated November 19, 1901, recorded liber 225, pages 493 and 494, hereby transfer to Nicolas Golovaty, of Oloa, all the right, title, and interest which under said right-of-purchase lease No. 239 I have in the following-described land: Aloa, new tract, lots No. 98-99. This transfer, however, being upon express condition that the written approval of the commissioner of public lands be given to the same.

LEO ALLMANN.

By his attorney in fact.

NICHOLAS RUSSELL.

Dated April 8, 1902.

I, Nicolas Golovaty, of Oloa, hereby accept the transfer made above and agree to perform all the stipulations and conditions of said right-of-purchase lease No. 239 as far as the same apply to the land and rights hereby transferred.

NICOLAS GOLOVATY.

The foregoing transfer by Leo Allmann, of Aloa, to Nicolas Golovaty is hereby approved upon the following express conditions: That said Nicolas Golovaty shall perform all stipulations and conditions of said right-of-purchase lease No. 239, and that no further transfer of all or part of the interest under said right-of-purchase lease No. 239 shall be made without the approval in writing of the commissioner of public lands.

EDWARD S. BOYD,
Commissioner of Public Lands.

TERRITORY OF HAWAII,
Island of Hawaii, ss:

On this 8th day of April, 1902, personally appeared before me Nicholas Russel, attorney in fact for Leo Allmann, and Nicolas Golovaty, known to me to be the persons described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein set forth, and as the act and will of Leo Allmann.

[SEAL.]

E. D. BALDWIN,
Notary Public.

[This mixing of public and private land transactions should not be allowed at the public land office. Mr. Baldwin, who acts as notary public in this case, is public land surveyor, and is practically sub-agent of public lands at Hilo. It is true he resigned some time ago, on account of complaint made at Washington, but he does the business just the same as before.—T. J. RYAN.]

MOUNTAIN VIEW, HAWAII, *October 7, 1902.*

This is to certify that I have directed Mr. T. J. Ryan to write down the following information, which I wish to be forwarded to the sub-committee of the United States Senate on Pacific Island and Porto Rico.

There is no notary public or other officer empowered to administer oaths in the vicinity of Mountain View, the nearest of such officers being about 14 miles distant from Mr. Ryan's house, where this is written; otherwise I should have sworn to the statements herein made.

I am a single man; 21 years old; born in Hawaii, of Scandinavian parents. I have worked at all kinds of plantation work in the cane fields, and have never found the work so hard but what the white laborers could stand it better and do more of it than the Asiatics. Any statements of planters and others that white men can not stand the work are false and untrue. About all that white laborers can not stand is the filthy camps and crowded quarters furnished by the plantation and the low wages they pay, no matter how much work you do.

I have tried to get some public land where I could find work outside to earn some money to make improvements, as I am a poor boy, but I have been unable to get land to any amount worth taking care of, as will be seen from the following copy of receipt I received from the land office at Hilo:

No. 8.

PUBLIC LANDS OFFICE, 1ST LAND DISTRICT,
August 12th, 1902.

Received from Martin Nelson two and 35/100 dollars for statutory fee, lot No. 99, Oloa Ham. Ris.; also rent from July 26th, 1902, to April 1st, 1903.
\$2.35.

WM. RAGSDALE KANANAO.

This lot contains 5½ acres of heavy-timbered land and very rocky. You can readily understand how much of an inducement there is offered to a young man by this proposition.

Right near me the land has been taken up, mostly by officers in the employ of the Government who reside in Hilo—have their homes in Hilo—do not reside upon the land taken by them and in all probability will never comply with any residence conditions. Such men as Thomas E. Cook, surveyor in the employ of the Territorial land department; Judge Hopai, district magistrate, similar to what would be called police justice of Hilo—he has to hold court about every week day at Hilo; John Brown, senator in the legislature; he resides at Hilo and never did and never will reside on the land entered by him.

It is almost impossible for a poor white boy to get work of any kind in Hawaii at the present time. The plantations hire only Japs and Chinamen, as they want to make it appear that only Asiatics can stand the climate.

MARTIN NIELSON.

MOUNTAIN VIEW, HAWAII,
September 24, 1902.

To the United States Senate Committee on Pacific Islands, Washington, D. C.

GENTLEMEN OF THE COMMITTEE: We beg to respectfully represent that we, the undersigned, were purchasers in good faith of certain public lands in the Territory of Hawaii at a public sale thereof held in the city of Hilo, island of Hawaii, on September 20, 1900, and within one year thereafter erected our houses upon the lands so purchased since which time of erection we have continuously resided therein and continued clearing the forest to the best of our ability and means.

That we were led to believe by the local land officials that the terms and conditions on which said lands were sold was in accordance with the public land laws of Hawaii and that said land laws were continued in force by the Congress of the United States, but after purchasing and commencing residence and improvements, upon investigation we find that there are no such terms and conditions provided in the public land laws of Hawaii, a copy of which is hereto attached. (See Exhibit 1—Ryan, Mountain View.)

That pages 28, 29, 30, and 31 of the report of the commissioner of public lands to the Territorial legislature for the year ending December 31, 1900, covers all this land sale and names all the purchasers, area of each lot, and the price to be paid according to the conditions in the notice. A copy of the commissioner's report is hereto attached. (See this report among exhibits submitted to United States Senate subcommittee in evidence at Mountain View, Hawaii.)

The representations of J. F. Brown, then commissioner to the legislature, is *prima facie* evidence of the representations made to us as prospective purchasers previous to the sale.

The commissioner says (see p. 31 of his report):

The foregoing sales in Olaa, Puna, Hawaii, were made in accordance with section 201 of Civil Laws, etc.

Section 201 of the Civil Laws is identical with and is the same as section 17 of the land act of 1895, hereto attached, and we respectfully submit to you whether or not there is anything in this section and whether or not Congress conferred any power whatever upon the commissioner to legislate any such law, terms, and conditions as appears on page 28 of his report, hereto attached.

We have reason to believe and do believe that said terms and conditions were promulgated by the said J. F. Brown, then commissioner without authority of law and in excess of his authority as commissioner; that said terms and conditions are void, and that said sale is void, in this, that it was not made in accordance with the public land laws of Hawaii.

The commissioner says:

The land was sold in lots of about 50 acres each, and is covered with heavy forest and jungle growth characteristic of the wet district of Hawaii.

This statement we not only find to be too true, but we find that it costs at least \$100 per acre in cash or its equivalent in labor to clear this land ready for plow. But in this connection the commissioner further says:

Being suitable after clearing to cultivation of coffee, sugar cane, citrus fruits, and general products.

Which last statement we find, from bitter experience, to be almost wholly false. The cultivation of coffee in the Olaa district has been almost wholly abandoned, and thousands of acres formerly planted to coffee are now converted to the production of other crops or allowed to grow wild without care, attention, or harvesting.

That it is adapted to the cultivation of sugar cane is equally untrue. A great majority of the settlers who sign this petition are located at an elevation exceeding 2,000 feet and up to an elevation exceeding 3,000 feet, while the conceded average limit for the successful raising of sugar cane is about 1,000 feet elevation, slightly varying in different localities. It is very doubtful if the limit of 1,000 feet can be successfully exceeded on the wet side of the island, where it rains almost constantly, and even when not actually raining the sky is almost continually clouded. Hence, both the ground and the atmosphere remains too cold for cane, and heat can not be artificially supplied. Heat is an absolute necessity in the successful growth of sugar cane. Citrus fruits may possibly grow, but there is no market whatever for such fruit in Hawaii; besides it takes at least five years before a crop can be raised. As to "general products," we scarcely know what is meant. It is extremely difficult to raise any product on these lands on account of constant wet weather at all times in the year, there being no regular dry or nearly dry season. If there is any distinction in this matter it could only be properly described as "the wet season" and "the very wet season."

The soil is extremely poor, as is generally the case where heavy forest has grown and been removed. This is especially true of tropical and semitropical countries. At any rate it is undoubtedly and visibly true as to these lands, it requiring a liberal use of fertilizer to raise even the first crop. There is no school maintained for our children, although there are many children (upward of 50) of school age in the settlement, the nearest schoolhouse being more than 5 miles away from the children living nearest to it; at least 7 miles away from the majority of them.

The commissioner says:

* * * (Referring to the whole tract): Upon which an expenditure for surveys and the building of roads has been made by the local authorities to the amount of \$30,000 to \$40,000.

The recklessness of this statement is apparent from the fact that he does not give the exact amount or nearly the exact amount. The cost of survey should appear, and undoubtedly does, from the records of his office, as the survey was conducted under him. There is only one road running part way through this land, scarcely 7 miles in length, and a few inexpensive trails for pack animals, which can be by no means termed roads. We are all familiar with the cost of the only wagon road for 6 miles. It is as follows:

Contract price for building 3 miles was 47 cents per linear foot, and for the other 3 miles 97 cents per foot, an average cost for the 6 miles of 72 cents per linear foot.

As there are 5,280 feet in a mile, there would be 31,680 feet in 6 miles, which, at an average cost of 72 cents per foot, would amount to \$22,809.60; and the cost of the remaining portion of a mile, which we will call a mile for convenience, was not materially more or less, or \$3,801.60, making a total cost for 7 miles of road of \$26,611.20.

The frontage of the lots which abut on this road is about 750 feet

(on such lots a majority of the settlers signing this petition are settlers). Therefore, if the whole cost of the road was taxed up to the abutting lots on each side, the entryman on each lot would only have to pay half the road along such frontage, or for each lot \$270.

A great number of the lots in the whole tract remote from the road were appraised by these local land officials at from \$1 to \$3 per acre and the upset price fixed at that, yet it is just as good land and of just as much to survey, while they appraised the lots abutting upon the road invariably, except in a few instances, at \$12 per acre and fixed the upset price at \$12 per acre.

Suppose the land was all appraised in its wild state at, say, \$2 per acre (which is about that much more than it is worth), each 50-acre lot would be \$100. Now if the cost of the road was to be collected from the abutting lots alone, which would be manifestly unfair, those lots along the road would only come to \$370 each, but according to the appraisement they are rated at \$600 each, and by tricks which would need investigation, and which could easily be proven, the price was bid up by "official tools," so that it cost us the several amounts shown by the commissioner's report.

This road was paid for out of the Territorial loan fund, for which the bonds of the entire Territory have been issued, and the taxable property of the entire Territory of Hawaii is now being assessed and will continue to be assessed for the retirement of these bonds until they become due and are paid. This road is a public one, and built for the benefit of the public and not for the exclusive use or benefit of a few poor settlers who have entered small lots of poor, wild, jungle-covered land along it or in its vicinity. There is no authority in the land laws of Hawaii, so far as we can learn, which would justify the action of the local land officials in raising the upset price of these lands to such exorbitant figures on account of abutting or being in the vicinity of this very ordinary public wagon road.

We are also credibly informed, and we believe, that the cost of the survey (whatever it may be, and which Commissioner Brown should have reported to the legislature, and thereby to the public, in exact figures) was paid out of the Territorial loan fund in the same manner as was the road above stated. We admit that the cost of the survey should go with the land, and should be apportioned to all lots in the whole 20,000-acre tract equally and alike, for the reason that the survey cost of each lot is practically the same, and only nominal, as the committee will readily understand without further showing on our part.

The commissioner says:

These lands are connected by good roads with the town of Hilo, and lie from 18 to 20 miles from the same.

The whole truth could have been stated quite as briefly by stating that these lands are substantially connected with the town of Hilo by one fairly good wagon road about 25 miles in length; the nearest lot by this road being about 18 miles, and the average center of the whole tract being about from 23 to 24 miles from Hilo.

Hilo is a small town of largely Asiatic population, furnishing little or no market for whatever the entry man can raise on these lands, and we can not understand that a few miles more or less near or remote from such a town is of any material importance.

All the settlers who sign this petition are poor people, and with the

exception of a very few are very poor. After hard work for the past year we find it impossible to raise enough to pay the interest at 6 per cent per annum, which is payable semiannually in advance; with the condition that "in case of default or failure to perform the required conditions, the commissioner may take possession of the premises and may sell the same at auction, etc." Thus at any moment ourselves and our families may be turned out of our little homes. Humble though they be, they represent all we have on earth, and are the accumulations of a lifetime of toil for each one of us. If we are thus treated, which will in all probability be the result of the past and present land monopoly in Hawaii, we will go forth without a dollar, to commence life over anew by labor in competition with hordes of Asiatic coolies, while we have families to clothe, school, and support.

We respectfully ask you to earnestly and promptly consider and favorably report the Senate bill No. 1344, introduced by Senator Mason, "To provide special land laws for the Territory of Hawaii," as the last part of section 8, commencing at line 22 on page 11 of the printed bill, and ending with section 8 on page 12 thereof, will furnish us the necessary relief to enable us to hold our homes and continue our improvements with the hope of being able to make the final payment at the end of five years. But an additional proviso should be added, substantially as follows:

All settlers referred to in this section as having settled prior to the approval of this act, who had declared their intention to become citizens of the United States prior to entry or settlement, may transmute any entry under which they are holding in the same manner as if final naturalization papers had been issued to them, if such persons are otherwise qualified to make homestead entry under the provisions of this act.

The reason for this is apparent. When we purchased at the sale above described an entry man was only required to have declared his intentions to become a citizen of the United States to be allowed to enter these public lands, and many of your petitioners have not yet obtained their final naturalization papers.

So far as we are able to learn, Senate bill No. 1344, with the amendment above suggested, is admirably adapted to every condition in Hawaii, and is a departure from the harsh and arbitrary laws and administration heretofore in force in Hawaii, which will be hailed with thankfulness and complete appreciation by the poor citizen home seeker in this Territory. All of which is respectfully submitted.

Name.	Lot No.	Price per acre.	Number of acres.	Rate of interest.
				<i>Per cent.</i>
J. R. Souza	23	\$22.38	49.14	6
Ludwig Markiewith	285	8.00	50	6
Jaakob Markiewitch	48	12.00	49.08	6
Azzy Verbitsky	47	12.00	49.54	6
Jan Bencharsky	186	12.00	49.08	6
Michael Jedkiwsky	45	12.00	50	6
Peter Markiewitch	187	12.00	49.54	6
Michal Pszyk	46	12.00	48.62	6

MOUNTAIN VIEW, HAWAII, October 6, 1902.

To the United States Senate Committee on Pacific Islands and Porto Rico:

We respectfully represent that we are entry men of public lands in Hawaii at various times during the years 1901 and 1902; that we have directed Mr. T. J. Ryan to write down on schedule hereto attached the information given him, and directed him to forward the same to the said United States Senate committee and ask that

some relief be given to us as such settlers by reduction of price and abolishing the rate of interest, making any payment final, so that we may be enabled to get something out of the products of the land before we are obliged to pay. There are no schools and few roads. The soil is poor and covered with a heavy growth of worthless timber at elevations from 1,500 to 3,000 feet.

Name.	No. of lot.	Number of acres.	Price per acre.	Rate
Michael Kuras.....	49	50	\$10.00	Per cent
Roman Durbanick.....	96	50	6.00	
Ossip Prusinowski.....	96	50	6.00	
Andrew M. Peterman.....	282	50	8.00	
Joseph Bencharsky.....	95	50	6.00	
Lizak Wawzenec.....	138	82.89	6.00	
Theodore Wierzbicky.....	133	50	6.00	
Johon Klaczek.....	132	50	5.00	
John Sliwa.....	139	77.83	6.00	
Andrew Bunkowski.....	134	50	6.00	
Jose Careiro.....	41	49.50	8.00	
Andrew Neilson.....	38	50	9.00	
Stanislaus (his x mark) Kowchau.....	94	50	6.00	
Michal Pszyk (see special agreement).....	46	48.62	12.00	

Name of entryman in New Olau tract, public-land district of Puna, island of Hawaii.	Married or single.	My family consists of—		Citizenship.	Number of entry.	Number of lot.	Number of acres.	Price per acre.	Rate of interest, to be paid semiannually.
		Wife.	Children.						
Theodor Chornejé...	Married	Wife..	7	Austria, first papers taken.	241	97	50	\$6.00	Pr.
Nicolas Golovaty....	do	do	3	do	239	98-99	100	6.00	
Jakub Mavkiewitch....	do	do	2	do	211	48	49.08	12.00	
Ludwik Mavkiewitch....	do	do	2	do	257	285	50	8.00	
Jan Bencharsky.....	do	do	4	Austria, first papers..	244	186	49.08	12.00	
Angy Verbitsky.....	do	do	1	Austria, first papers taken.	210	47	49.54	12.00	
Michal Jalkinsky.....	do	do	1	Austria, first papers..	255	45	50	12.00	
Michal Kuras.....	do	do	1	do	256	49	50	10.00	
Roman Durbanick.....	do	do	1	do	236	96	50	6.00	
Ozzip Prusinowski....	Single			do	248	50	52.35	10.00	
Andrew M. Peterson....	Married	Wife..	4	Minnesota, native born.		282	50	8.00	
Joseph Bencharsky....	do	do		Austria, first papers..	235	95	50	6.00	
Lizak Wawzenisc.....	do	do		do	245	138	82.89	6.00	
Theodor Wierzbicky....	do	do	1	do	234	133	50	6.00	
John Klaczek.....	do	do	4	do	237	132	50	5.00	
John Lliwa.....	Single			do	238	139	77.83	6.00	
Andrew Bankowski.....	do			do		134	50	6.00	
Andrew Nielson.....	Married	Wife..	4	Norway, first papers taken.	246	38	50	9.00	
Jose Careiro.....	do	do	5	Portugal, first papers		41	49.50	8.00	
J. R. Iduza.....	do	do	6	do	249	23	49.14	22.38+	
Peter Markiewitch....	do	do	2	Austria, first papers..		187	49.54	10.00	
Stanislaus Kowchau (his x mark).	do	do	2	do	242	94	50	6.00	
Michal Pszyk.....	do	do		do		46	48.62	12.00	

NOTE.—See maps in Governor's Report Territory of Hawaii, 1901, page 90, showing public lands.

Name of entryman in New Olaa tract, public-land dis- trict of Puna, is- land of Hawaii.	Date of entry.	Date of com- mencement of residence.	Law under which en- try was made, or kind of entry.	Personal property.				
				Horses.	Horned cattle.	Hogs.	Chickens.	All other domes- tic animals.
Theodor Chornejé...	Aug. 19, 1901	July 29, 1902	Right-of-purchase lease.	No.	No.	No.	20	No.
Nicolas Golovaty	do	July 5, 1901	do.	No.	1	No.	100	(a)
Jakub Mavkiewitch	Sept. 20, 1900	Feb. —, 1901	Special agreement	1	No.	4	30	No.
Ludwik Mavkie- witch.	do	do	do.	No.	No.	No.	22	No.
Jan Bencharsky	do	Oct. —, 1900	do.	1	No.	No.	50	No.
Angy Verbitsky	do	July —, 1901	do.	No.	3	1	30	No.
Michal Jalkinsky	do	Oct. —, 1900	do.	2	No.	No.	50	No.
Michal Kuras	Nov. 14, 1901	Oct. —, 1901	Right-of-purchase lease.	No.	No.	No.	20	No.
Roman Durbaniak	Aug. 19, 1901	Mar. —, 1902	Right of purchase	No.	No.	No.	5	No.
Ozzip Prusinowski	Sept. 12, 1901	Aug. —, 1901	do.	No.	No.	No.	No.	No.
Andrew M. Peterson	May 8, 1902	Oct. —, 1902	do.	No.	No.	No.	25	No.
Joseph Bencharsky	Aug. 19, 1901	Mar. 1, 1902	do.	No.	No.	No.	10	No.
Lzak Wawzenisc	Sept. 6, 1901	Mar. —, 1902	do.	No.	No.	No.	7	No.
Theodor Wierzbicki	Aug. 19, 1901	Jan. —, 1902	do.	No.	No.	No.	30	No.
John Klazek	do	Oct. —, 1901	do.	1	No.	No.	50	No.
John Lliwa	do	Sept. 1, 1902	do.	No.	No.	No.	No.	No.
Andrew Bankowski	do	Sept. —, 1902	do.	No.	No.	No.	No.	No.
Andrew Nielson	Sept. 9, 1901	Jan. 16, 1902	Right-of-purchase lease.	1	No.	No.	No.	No.
Jose Careiro	Under assign- ment.	Mar. —, 1901	Right of purchase	1	No.	1	No.	No.
J. R. Iduza	Sept. 20, 1900	Oct. 8, 1901	Special agreement	1	1	2	40	No.
Peter Markiewitch	do	Oct. —, 1901	do.	No.	No.	No.	16	No.
Stanislaus Kowchau (his x mark).	Aug. 19, 1901	May —, 1902	Right of purchase	No.	1	No.	12	No.
Michal Pszyk	Sept. 20, 1900	Oct. —, 1901	Special agreement	No.	No.	No.	20	No.

Name of entryman in New Olaa tract, public-land dis- trict of Puna, is- land of Hawaii.	Value of farm imple- ments and tools.	Number of acres cleared.	Cost of clearing per acre (estimated).	Number of miles to nearest school- house at Mountain View.	Quality of soil.	Estimated elevation above sea level.	Remarks.
Theodor Chornejé...	\$5.00	1	\$100.00	8	Poor	2,500	Does not conflict with set- tlers prior to Apr. 30, 1900.
Nicolas Golovaty	100.00	4	150.00	8	do	2,500	Do.
Jakub Mavkiewitch	20.00	4	100.00	9	do	2,500	Do.
Ludwik Mavkie- witch.	20.00	6	125.00	9½	do	2,200	Do.
Jan Bencharsky	10.00	3	130.00	9	do	2,500	Do.
Angy Verbitsky	15.00	4	125.00	9	do	2,500	Do.
Michal Jalkinsky	15.00	3	150.00	9	do	2,500	Do.
Michal Kuras	5.00	1	150.00	9½	do	2,500	Do.
Roman Durbaniak	5.00	1	130.00	7½	do	2,500	Do.
Ozzip Prusinowski	10.00	1	100.00	9½	do	2,500	Do.
Andrew M. Peterson	10.00	2	100.00	7½	do	2,300	Do.
Joseph Bencharsky	10.00	1	100.00	8	do	2,500	Do.
Lzak Wawzenisc	10.00	2	100.00	8	do	2,600	Do.
Theodor Wierzbicki	5.00	2	150.00	8	do	2,500	Do.
John Klazek	15.00	4	150.00	8	do	2,500	Do.
John Lliwa	10.00	2	150.00	8	do	2,600	Do.
Andrew Bankowski	6.50	1	125.00	8	Very poor ..	2,500	Do.
Andrew Nielson	20.00	1	140.00	8	Rocky and poor.	2,450	Do.
Jose Careiro	6.00	1½	150.00	7	do	2,400	Do.
J. R. Iduza	60.00	3	125.00	6	Poor	2,100	Do.
Peter Markiewitch	10.00	2	125.00	9½	do	2,500	Do.
Stanislaus Kowchau (his x mark).	15.00	1	125.00	8	do	2,500	Do.
Michal Pszyk	10.00	2	125.00	9	Very heavy timber, poor soil.	2,500	Do.

a Three goats.

b Building house.

EXHIBIT No. —.

LEPROSY.

MOUNTAIN VIEW, HAWAII, *November 1, 1902.*

Hon. J. H. MITCHELL,

Chairman Subcommittee, Pacific Islands and Porto Rico.

SIR: Herewith I transmit some evidence relating to the leper settlement on the island of Molokai, Hawaii.

I feel confident that a perusal of the same will raise in any fair mind a reasonable doubt that the affairs of the settlement are far from right. That there are strong reasons to believe that there are persons confined in that prison for life who are not lepers, and others who are lepers are allowed to roam at large by the hundreds.

I advise that the whole affair be put under Federal control to the end that the taxpayers of this Territory be relieved of the enormous expense of furnishing funds with which the members of the board of health and their friends speculate in trade at the settlement and otherwise, and to the end that the good name of the United States may be spared the blush of shame for longer continuing the incarceration of political prisoners in such a place when the whole truth about Hawaii is fully made known to the public and to the world.

I advise that any private property on the island of Molokai outside of the leper settlement be condemned by the United States and purchased, so that the whole island of Molokai may be devoted to the use of lepers. It is, for the most part, a barren island, but there is sufficient water in the mountains to irrigate the land, perhaps all over the island if it was economically used and properly distributed. These unfortunate people should be the wards of the nation, and the whole island of Molokai is none too large and could be made none too beautiful by forestry and irrigation for their sad lot during the remainder of their lives upon this earth.

Very respectfully, yours,

T. J. RYAN,

President American Settlers' Association.

Mr. W. O. SMITH,

President of the Board of Health, Honolulu.

SIR: I have the honor to submit the following suggestions to improve the efficiency of the law of segregation.

According to the conclusions of the leading physicians who attended the Berlin Lepra Conference, segregation will remain the most reliable means of combating leprosy, until we find a specific remedy against the disease; but isolation will not efficiently prevent the spread of leprosy if it is not thorough, complete, and continuously enforced.

Our law of segregation may be classed with those measures which, not meeting with public approval, fail to produce all the desired results.

This law has been in force over thirty years, and has undoubtedly served to keep leprosy in check; but, owing to its unpopularity among the native Hawaiians, has not always been properly enforced; consequently it has failed to stamp out the disease.

This subject was thoroughly discussed at the recent Lepra Conference, and the system of isolation now in force in Norway was warmly recommended.

The results obtained in that country are very satisfactory. In less than forty years the number of lepers has been reduced from 3,000 to 200. The Lungegaard hospital for lepers was found to be no longer necessary. It is now used for consumptives.

Dr. Hansen, the discoverer of the bacilli of leprosy, and one of the highest authorities on this subject, thinks that by following his system of isolation we could obtain the same satisfactory results in Hawaii.

The Norwegian method of segregation consists of voluntary isolation for lepers who can afford to have a room with separate bed and eating utensils for themselves; and forced isolation in the asylums for all lepers who can not, or will not, live separately from the rest of the family.

I will not discuss the system of voluntary isolation, because it is not adapted to the habits and customs of the Hawaiians, consequently it would be a failure here.

Dr. Hansen has overcome the opposition to segregation in Norway by going from district to district lecturing to the people. He convinced them that leprosy is a contagious disease and that by keeping lepers in their families they were merely helping to spread the dread malady.

I believe that we would find it profitable to follow the example of Dr. Hansen. A man well acquainted with the Hawaiians and capable of speaking their language fluently could overcome, to a great extent, the prejudices of the people against the law. This could be done by means of lectures, illustrated with projection lantern slides representing the bacilli of leprosy now acknowledged by all as the cause of the disease. He could relate to them some of the numerous cases of undoubted contagion, particularly the one reported by Dr. Benson, of Dublin, Ireland, showing how a man who had never left the United Kingdom acquired the disease by sleeping with a leper brother and wearing his clothes.

Segregation will not stamp out leprosy until we secure the cooperation of the people, or at least overcome their hostility to the law.

Every case of leprosy concealed in a family serves to nulify the salutary effects of prolonged segregation. Hawaiians should be taught that the Government devotes a large portion of the revenue to carry on segregation chiefly for their benefit; that patriotism and love of their race, as well as self-interest, demand their cooperation with the efforts of the board of health to rid these fair islands of the disease, even when this cooperation involves the sacrifice of family ties.

Were it generally known that leprosy is curable in its earliest stages, the seeking of medical aid would not be delayed until the disease has invaded the system to such an extent that it becomes impossible to effect a cure.

Leprosy is easily cured radically when the bacilli are, as we frequently find, localized in a small spot of the skin, and before they have had time to form new colonies in other parts of the body. There are many cases on record to prove this assertion, but for the sake of brevity I will mention only one. A child from the Republic of Colombia had a single reddish spot on his forehead. His parents took him to the Hospital St. Louis, Paris, where a microscopic examination of the skin revealed the bacilli of leprosy. Thereupon the whole spot was removed and the wound covered with healthy skin, was quickly healed.

Over four years have elapsed since the operation and the child remains free from leprosy.

The main objection that Hawaiians raise against the law of segregation, is the fact that once their dear ones are taken from them to Molokai, they must relinquish forever the hope of seeing one another again. The parting under such circumstances of those who are bound together by the closest ties of relationship must necessarily be most sad and affecting.

It must not be wondered at then that a people naturally kind and affectionate should strive to conceal their afflicted ones as long as possible, so as to delay the dreaded and final parting.

To avoid this, petitions were sent to the legislature several years ago, asking that asylums for the isolation of lepers be established in all the districts. The petitions were denied because the country could not afford the enormous expense of maintaining so many asylums, and besides to establish so many foci of leprosy would lead to the spread of the disease.

The following plan would mitigate the rigor of the law of segregation without diminishing its efficiency:

To separate from the rest of the leper settlement with a double fence a few feet apart, a piece of ground near the landing to be used by visitors only. To build a shed over a portion of this double fence to serve as protection from the rain both visitors and lepers while conversing together. To allow any one having relatives or friends to visit the settlement under the above conditions once in six months, when the board of health makes the semiannual visit.

To avoid overcrowding and expense to the government visitors should be required to pay their own fare to the steamship company.

This plan has the following advantages:

I. It will put an end to the accusations of favoritism brought against the board of health for allowing a few to visit the settlement while refusing the great majority of applicants.

II. It will add to the efficiency of segregation by preventing the mingling of visitors and lepers which takes place now whenever a few obtain permission to accompany the board of health.

III. The sight of so many distorted forms and faces may serve to awaken in the minds of the visitors a wholesome dread of the disease and rouse them to the necessity of protecting themselves.

If this plan would help to diminish the opposition to the law of segregation it would in time be worth more than the small expense involved in its execution. It would be advisable to have some model hospital in Honolulu, where cases in which the disease is not sufficiently developed could be kept under observation until a positive diagnosis could be made.

The practice at present in vogue of sending suspects to their homes may lead to the perpetuation of the disease among us. These people should not be kept one or two months while waiting for an examination by the board of examiners, in the same rooms where confirmed lepers are kept.

When a person detained in these rooms is finally declared "not a leper" the wrong becomes more apparent.

We need a hospital built according to modern ideas with well ventilated rooms capable of easy and thorough disinfection. The apart-

ents at present used for the accommodation of people who are waiting to be examined for leprosy can not be properly cleaned or disinfected.

I am of the opinion that many lepers who are now at large would voluntarily enter such a hospital in Honolulu if they were given the privilege of being treated for one year.

Of course this privilege should be given only to mild cases coming to the hospital of their own accord and not to those who are arrested by the authorities.

Before closing this report I would beg to suggest that the mail coming from the leper settlement be disinfected by inclosing in the mail bag a mixture of 100 grams of formaline with 200 grams of sawdust, and recommended to me by Dr. Kinyoun of the United States Marine Hospital.

I would also suggest that the houses from which lepers are removed be disinfected with formalin, or if not suitable for formalin disinfection, they should be cleaned and whitewashed. The bedding, clothing, etc., of the lepers should not be used by others, at least, not without previous disinfection.

Respectfully submitted.

L. F. ALVAREZ, M. D.

*Superintendent of the Hospital for the treatment of Leprosy
and Bacteriologist to the Board of Health.*

HONOLULU, January 25, 1898.

Dr. N. RUSEL,
President of the Senate.

SIR: In reply to your request for my views of the reforms needed in our methods of dealing with leprosy, I send you a copy of my unpublished report to the board of health, submitted shortly after my return from the lepra conference held in Berlin, and which I attended.

This report contains some suggestions to improve the efficiency of the law of segregation, but as it does not cover the whole ground of needed reforms, allow me to point out an outline for the plan that, in my opinion, ought to be followed in dealing with this difficult problem.

The repeated statements to the effect that leprosy is "almost stamped out" are not borne out by the facts. On the contrary, it may be said that the law of segregation, signed by the King January 3, 1865, after thirty-five years of trial, has failed to stamp out the disease.

The following table shows the number of lepers at the settlement at the end of each year:

Year.	Number of lepers.	Year.	Number of lepers.
1882.....	105	1882.....	649
1883.....	143	1883.....	785
1884.....	228	1884.....	717
1885.....	284	1885.....	655
1886.....	279	1886.....	590
1887.....	402	1887.....	698
1888.....	439	1888.....	1,035
1889.....	749	1889.....	1,187
1890.....	671	1890.....	1,213
1891.....	706	1891.....	1,142
1892.....	677	1892.....	1,095
1893.....	710	1893.....	1,155
1894.....	802	1894.....	1,124
1895.....	717	1895.....	1,087
1896.....	606	1896.....	1,115
1897.....	706	1897.....	1,100

These figures prove that in 1866, with a population of 60,000 Hawaiians, we had 105 lepers, whereas, at present, with a population of 30,000 Hawaiians, we have 1,100 lepers in the settlement and perhaps 550 at large. Of course the exact number of lepers at large is not known. The last official estimated number that I have at hand gives 684 as the probable number of lepers outside of the settlement.

If we add 50 as the probable number of lepers at large in 1866 we will have 155 lepers out of a population of 60,000 Hawaiians or 1 leper for 387 Hawaiians. As we have 1,650 lepers out of a population of 30,000 Hawaiians or 1 leper in every 19 Hawaiians.

These figures are not in accord with the statements often made in the public press that "We have nearly succeeded in stamping out leprosy among our people."

All the leprologists who have come to this Territory to investigate leprosy, left us with a feeling of disappointment as to the supposed benefits of our law of segregation.

Dr. Prince A. Morrow, of New York, one of the highest authorities on leprosy in the United States, expressed the opinion that segregation is a failure and that the disease is on the increase.

Dr. J. Ashburton Thompson, of Sydney, who spent some time on these Islands in 1896, expressed himself as follows:

It is thought at the present time by those at Honolulu who are in the best position to judge that the outbreak is now declining. The evidence that this is so is not yet such as can be easily apprehended by the foreign visitor; and it is the case during the last thirty years a similar opinion has been expressed from time to time only to be contradicted a little later by acknowledged facts.

Dr. J. Souton, of Paris, a priest and physician who has devoted his life to the study of leprosy, visiting nearly every place where there are lepers, left us about a year ago very much disappointed as to the results of our law of segregation and the manner in which it is carried out. He criticises the lack of medical treatment for leprosy in the following terms:

No attention is paid to the treatment of leprosy; there is a physician at Kalawao but his time is taken up with treating accidental maladies.

In another part of his report he adds:

I have met in Molokai many persons who formerly were believed to have leprosy but who for several years past have not shown any symptoms of the disease.

He concludes his report as follows:

The Government spends a considerable sum every year to maintain the two leper colonies of Molokai (Kalawao and Kalaupapa). Every leper costs about 450 francs a year, thus imposing an appropriation of 500,000 francs. If we admire this generosity we can not help regretting the form under which it is applied, and the insufficiency of the results obtained.

Dr. Souton underestimates the annual cost of maintaining the leper settlement. According to the last statement that I have seen in the press, the sum of \$112,200 is spent annually, or over 561,000 francs.

Many other leprologists have expressed similar opinions as to the unsatisfactory results obtained by the act of segregation at so great a cost.

Before suggesting measures to remedy the failure of the law of segregation, it will be necessary to inquire into the causes that tend to perpetuate the disease among us. While incomplete segregation is doubtless an important factor, it is not the most important one. If we should gather every leper in these islands under the present system

of segregation, the board of examiners would probably make a diagnosis in two thirds of the cases, sending the other third to their homes as suspects.

Since many of these suspects would be lepers, they would continue to spread the disease among the healthy population, thus producing new cases. The failure to make a diagnosis in a large proportion of cases is not due to incompetence of the examiners, but to the fact that leprosy, in the beginning, is one of the most difficult diseases to recognize by mere inspection.

These suspects, or lepers, live in every district of these islands, Honolulu itself containing a large number of them, and in my opinion they are the most potent factor in spreading the disease, thus nullifying the salutary effects of segregation.

Dr. Thompson, before quoted, states in his report that there were 60 cases of suspects on the list to appear for examination at the public dispensary, but that owing to some misunderstanding only five or six appeared at the dispensary. These were examined, together with two new and recognized cases in women. He says:

All the rest appeared to me to be simple cases of leprosy in either the smooth or tuberculous form. There appeared to me to be no doubt at all about their nature.
* * * In relation to isolation, these facts should not be lost sight of.

He also says that these cases were not in any way selected.

As the schools are closed to all children classed as suspects, they spend most of their time on the streets or in Chinese stores and coffee shops, endangering the health of all those with whom they come in contact, while they grow up in total ignorance.

At the present we have not a hospital in the whole Territory devoted to the treatment of leprosy. Neither are lepers allowed to receive treatment for leprosy at their own expense. Hence, many afflicted with the disease exile themselves rather than go to Molokai.

Again, some fear that the board of examiners may make a mistake, from which there is no appeal. I believe that the law ought to provide some safeguard to prevent such mistakes. You will see by the report of Dr. Souton that there are people in Molokai who are not lepers.

Were those persons sent there by a mistake in diagnosis? Since the decision of the examiners that a person is a leper carries with it the sentence that such a person is to be deprived of his liberty for the rest of his life, we can not be too careful to avoid a dreadful mistake.

To remedy the evils above enumerated, it will be necessary to build a well-appointed hospital, with laboratory facilities, on large grounds near Honolulu, where all doubtful cases could be kept under observation; and by bringing to our aid the recent discoveries in biology and bacteriology, the nature of the disease could be determined. By treating those found to be lepers at this very early stage of the disease a cure would result in many cases. All children of school age, detained in the hospital, could be taught reading, writing, gardening, etc.

Having disposed of this numerous and dangerous class of people hitherto called "suspects," by gathering them in the hospital and determining whether they are lepers or clean people, it remains for us to deal with another large number of people who also spread the disease daily among their families and friends, namely, the unsegregated lepers.

To isolate the large number of lepers now at large is the most difficult problem that we have to deal with, for all our efforts to stamp out leprosy by segregation have failed and will continue to fail until isolation is made complete and thorough.

The importance of this subject was well recognized at the Berlin Leprosy Conference, and much time was devoted to discussing the methods to be employed in order to obtain the best results.

You will see by the inclosed report that the Norwegian system of segregation received much deserved praise from the delegates to the conference.

The main obstacle to the success of isolation here is the hostility of the people both to the law and to the manner of its execution, hence our efforts must be directed to overcome this hostility.

During my thirteen years' practice among Hawaiians I have often asked them this question, "What is your principal objection to the law of segregation?" The answer is almost invariably this: "When they take our dear ones to Molokai they do not allow us to see them again, hence our grief in parting with them could hardly be greater if we lost them through death."

It has been my misfortune to witness many heartrending scenes enacted at Kalihi when lepers were removed to Molokai, and I assure you that their grief is intensified by the thought that they will never see each other again, at least in this world.

All methods of segregation involve the infliction of much grief and pain which can not be avoided, but we should not have added unnecessary cruelty to our law by depriving the families of lepers of the right to see and converse with their dear ones at the settlement.

It seems that in order to atone for the infliction of this unnecessary hardship, some people are allowed to accompany the board of health to Molokai once in six months and are given the freedom of the settlement, mingling with the lepers without any restriction. This practice can not be too strongly condemned.

Several years ago I recommended to the board of health that a portion of the settlement near the landing be separated from the rest by a double fence a few feet apart, to be used by visitors only, and that the families of lepers be allowed to visit their afflicted relatives.

Having failed to obtain the desired reform at the board of health, I submitted the same to the Hawaiian Medical Association where it met with unanimous approval, and a resolution was passed urging the board of health to put it in practice, but nothing was done.

Let us, then, alter the segregation law so as to guarantee the right of visiting the settlement to the families of the lepers under proper restrictions. This amendment would have better effect than board of health resolutions, which might be set aside at the next meeting of the board.

But to achieve success in segregation we must follow the Norwegian system as far as it can be adapted to the conditions in these islands.

As you will see by my report, Dr. Hansen, the discoverer of the germs of leprosy, advised me to urge the board of health to adopt the methods that he has tried in Norway with the most happy results.

He said that if the district physicians of Norway, who have been educated in a country where leprosy prevails, are not always able to make an early diagnosis without his assistance, we certainly could not

expect our district physicians, who came from countries where leprosy is unknown, to recognize the disease in its early stages.

Dr. Hansen advises us to employ a physician of experience who would visit the outer districts, assisting the Government physicians in arriving at a diagnosis in difficult cases and, at the same time, lecturing to the people on the danger of keeping their leper relations or friends in their families.

CONCLUSIONS.

We must arrive at a correct diagnosis in the numerous cases called "suspects." Treat all mild and recent cases of leprosy in the hospital to be established for that purpose, sending to Molokai only those whose cases are incurable. Mitigate the severity and harshness of the present law so as to make it less objectionable to the people.

We should not persist in the attempt to deceive ourselves into the belief that we have been stamping out the disease from these islands while the number of lepers is increasing among us in spite of the rapid diminution of the native population; and finally, let us not postpone this difficult problem when prompt action is demanded.

Sincerely, yours,

L. F. ALVAREZS, M. D.

HONOLULU, *February 15, 1901.*

REPORT OF JOINT COMMITTEE OF HAWAIIAN SENATE AND HOUSE OF REPRESENTATIVES ON LEPER SETTLEMENT.

KALAUPAPA, MOLOKAI, HAWAII,
Saturday, March 2, 1901.

Members of committee: Representatives Prendergast, Gilfillan, Hoogs, Haaheo, Beckley, Emmeluth, Puuki, Kawaihoa, Wilcox; Senators Russell, Kalauokalani, Kaohi, Kaiue, Baldwin, Nakapaahu, Carter, Kahilina. Stenographers, McMahon, Avery.

Also present: Justice Galbraith and W. O. Smith.

Meeting at Baldwin Home, Kalawao, 10 o'clock a. m. Present: Senators Baldwin, Kaiue, Kahilina; Representatives Gilfillan, Kawaihoa, Beckley, Wilcox, and Puuki; Justice Galbraith and W. O. Smith.

Meeting called to order in the band room at 10.15 a. m. by Mr. Beckley.

Mr. BECKLEY (addressing lepers present). This is the occasion when you should present your petitions for claims.

(Mr. M. K. Nakuina was sworn as Hawaiian interpreter.)

JOHN KEHUEWA (a leper) was here called forward and made the following statement:

Representatives and senators of the first legislature of the Hawaiian Islands: First, for myself, I ask for a doctor that will be sent here to doctor and cure this leprosy. Dr. Lutz, I think, can cure the leprosy, but somebody found fault with him and he was dismissed. Second, there was Dr. Goto; everybody knows him. All those who were diseased some were cured by him, but the Government did not help him. He was two months in and two months out, but he could not keep steadily at it and finally left. So I insist that a doctor that can cure the leprosy be sent here.

JOHN KANANI (a leper) being called forward, made the following statement:

(Addressing the members.) I have one petition to make; it is this. When anyone dies the board of health steps in and sells his effects at public auction, and I ask that this be stopped. Two people live together as man and woman, but not married, and acquire personal or other property. When the man dies the board of health takes all the property, and no consideration whatever is given to the woman that the man lived with. I wish this to be prevented if it can be done. There was a father and mother and child; the father married a new woman and the father died, and when the woman died the board of health took all their effects and sold them at auction, though the son and heir and the woman tried to stop them. There were two cousins, but the sister died and the brother is still living. When she died her property was taken by the board of health under the direction of the superintendent here. Those two actions have troubled me some because I am living here. I own horses, houses, and wagons and brakes, and I have a wife and child. I do not know when God will call me to come back to Him, and when I die I do not want the board of health to take the property which belongs to my wife and child.

Mr. KAWAIHOA. I would like to ask who takes the money realized from the sales?

A. What I wish to state is that the money realized was to be taken by the board of health and given to the heirs. I take Hawaiian papers but I do not see anything in them about it. It may be in the English papers, but as I do not read them I do not know. There are others with the same trouble, and that is why I speak for myself and them.

Mr. KAWAIHOA. Who has the property of that woman who died?

A. The property of Konikeni? His name is Hiwi.

Q. While you are living here are you living as a kekua (helper) of a leper?—A. As a leper. I have been here eleven years. While I have lived here I have acquired property. That is why I am asking this to be considered, so that my property will not be taken by the board of health.

Q. If there are other persons who died and the property has been seized by the board of health, please report to us later in a few days.

(Witness makes same statement as on preceding page, at the commencement of his testimony.)

Q. Will you try to get Puaakuni and Hiwi to come down here to Kalaupapa this afternoon?—A. (Witness does not answer question directly, but makes the following statement:) I want the horses belonging to the lepers; I want these horses to be brought here to the settlement from other places for this reason: Most of the people living here have no horses; and if food is to be got at Waikolu these people who have no horses can not get there and get their food. Some people have horses of their own outside the settlement, but they are not allowed to send for these horses to be brought here. What I ask is that each person who has any horses may be allowed to bring in a male horse. The objection to the mare is because it will increase, and there is not pasture enough for the increase of horses. If anyone's horse dies under his carelessness it is his own fault. Perhaps there are people here who own plenty of horses. I have seven horses, but I won't sell them. I am not asking this for my own benefit because I have horses, but for those who have no horses. I am the spokesman for them.

Q. If there are plenty of horses here, and you are asking that those who have no horses will bring their horses here, and if there are 900 horses here and they want horses, these horses, with the horses already here, will be hurtful to your own interests, because your own cattle are running here and there will be a shortage of pasture.—A. We have had no meat which is fit for anyone to eat for the last few years, but before that we always had good meat. From 1891 to date I have eaten this meat, which is not fit to be eaten.

A REPRESENTATIVE. Is that the only meat that the board gives you?

A. Beef and salt salmon; in 1900 meat and salt salmon and corned beef from California. The beef I said before is not fit to eat is fresh beef. From the first of this year we have had tinned beef. I have these tins in my house yet. It is not fit to eat. The fresh beef comes in different seasons. The meat keeper when he goes to cut the meat always has trouble, because there is such a jam of people coming together and the stronger ones always trample the weaker ones. If you want salmon and ask for salmon, they will not give it to you until all the beef is disposed of. Sometimes the poi is good; sometimes it is not good. When I came here first the poi used to come from Wailuku. When it came there were worms in the poi 3 inches long. That was in 1890.

Mr. KAIUE. At a meeting held here and according to a petition which was sent to the house, were you at the meeting?

A. I was not there at the first meeting. At the second meeting I was there.

Q. Did you sign this petition?—A. No; this petition in some parts I do not understand.

Q. This work is merely referred to us and we have come here to find out what you really need. You must confine yourselves to this petition, and after that we will take up anything else outside of the petition.—A. Some of the necessities required by us are already stated in this petition, but I do not think there are some not included in it.

Q. I am sorry to say if you bring in any complaint outside of this petition we will waste time on that, and we can not do anything on the petition that is signed.—A. The first petition here is against the quarter claim of the board of health in the taro produced at Waikolu, and we want that to be passed; but there are others that they are trying to work around in such a way, trying to win others and to prevent the enforcing of this. I am one of the planters in the valley, and I do the planting myself and pay my own expenses myself, and I do not see the reason why the board of health should claim a quarter share in the production of it. One of the committees is circulating a petition to stop the planting of taro in those places where it is planted.

Mr. KAWAIIHOA. What are you eating now?

A. We are eating flour now—flour poi and flour in all forms. The petition is to stop the planting, so that the board of health shall do the planting themselves under their own direction—not here, but in America, where they can raise the flour and send it down here for poi.

Mr. BALDWIN. During the drought how are the horses? There is not feed enough for the horses in the past year, and if each and every person owned a horse during this dry weather how can you feed those horses?

A. I will admit that there are two seasons during the year. There is one where the grass grows and a season where the grass dies. Of

course, during dry weather the horse dies. I am sure during a drought the cattle die more than horses. I know this for a fact when I was luna for the board.

Mr. BECKLEY. We are here to help you as members of the legislature. It has been brought to our notice that more than 100 voters here during the last election were not given a chance to cast their vote.

A. I propose to have two persons for the elections instead of one—one man to stay in the booth two hours. There was but one man who had charge of the booths for two hours at the last election.

GEORGE KAAPA (a leper) was here brought forward and made the following statement:

I ask that we be given 50 pounds of raw taro for each person, in place of 35 pounds as now, per week. Sometimes some of the taro is no good, and in taking away what is no good there is very little left. If you can not supply us with 25 pounds of paiai, give us 50 pounds of the raw taro per week.

PALIKAPU (a leper) was here brought forward and stated as follows:

The board of health can not give us taro only from Waikolu. The taro at Wailoku should be cooked and made in paiai, and there is not enough taro there to supply the settlement for a month.

KELIHKAPUNI (a leper) was here produced and stated as follows:

I want to present a petition to the members of the legislature. You already had the petition, but there are a few explanations I would like to make to you personally. We are still here living in exile. I have been living here for the last fifteen years, but the treatment from the doctors is not sufficient. In reference to Dr. Goto, I can say that he did good to us. Doctors have been sent here to treat any other disease except leprosy. There are lepers living here weak and sick, but they are not treated. We have food and meat and houses, yet the people suffer from weakness. I would like to have an increase of meat from 7 to 8 pounds per week. When they cut up the meat one will get just all bones and another will get all meat, and in that way everybody does not get the same. Some will get more meat than others. I would like to have the supply of matches, which is now 4 bunches a month, increased to 8 bunches per month. Those who smoke, 4 bunches will not last them more than two weeks. It is all right for those who have money; they can get some with it, but for me and others who have none it is very hard. I want to ask that we have \$15 a year instead of \$10, as now—\$5 for clothing and \$10 cash—and it all be given at one time instead of twice, as now. If this money that was to be given to-day, and there was a person who was weak at the time and would die the night after, that man would not be given his share; that is, he would simply be bundled up in a coffin and buried, and that money would go back to the store.

There are 4 kukuas doing the butchering. Formerly they received \$9 a month, and last year they got \$10. I would like to have it increased to \$15. They are doing good work here and we can not do the work ourselves, and we would not get our meat if it were not for these people. The regular day for butchering is to-day, but notice was sent that the members of the legislature were coming and the kukuas were ordered to do their butchering last night.

Mr. BECKLEY. Are there any of you that have been employed by the board of health here, but are now dismissed?

Mr. KANANI. November 7 last I was dismissed, after serving the

board of health for four years as "luna." I was dismissed during the election.

Q. If through that election that is the cause of your dismissal, who dismissed you?—A. Feary, for this reason: Before, I was a Republican; a few days before the election I was told that I was going to be dismissed because some people had worked underhand and reported that I was working hard for the Democrats. On the 2d, 3d, and 4th this rumor of dismissal was given to me. On the 6th of November I went in to cast my vote. I decided for myself, if I vote for the Republicans I will be dismissed now; if I vote for the Independents I will be dismissed, and if I vote for the Democrats I will be dismissed, but on a due consideration I chose to vote for the Democrats, with the exception of voting for Mr. Beckley. On the 7th I went to the assistant superintendent, and he spoke to me about the vote and found fault with it and finally dismissed me.

Q. What words did he use?—A. He said, "To-day you're pau," and never gave any reasons.

Q. Were you asked by Feary to be a runner for the Republican party?—A. He did not directly do so, but he asked me to give him my support. I have executed the work for the board of health, while an employee of it, favorably, and there is no fault found.

Mr. BALDWIN. What were you doing under the board of health?

A. Boss carpenter; boss for the wharf, and blacksmith, and other work.

Q. Who is the superintendent you spoke about? Is it Reynolds or Feary?—A. It is Feary.

Mr. BECKLEY. Did you see any money going around during election time for bribery?

A. I do not know. I never saw it.

Q. During the last two weeks I received two letters stating that the employees or those working for the board of health should work for and support the Republican party; otherwise they would be dismissed.—A. That is so; I am one of those dismissed, and there are others also dismissed. In regard to the meat, the complaint is made on account of using axes for cutting the meat. If they use a saw, as in Honolulu, the bones can be equally divided all round.

Mr. BALDWIN. Before you were brought here were you a leper?

A. Yes, I was a leper; but now you see how I am. I was under treatment of Dr. Lutz. After I was treated by him I got better, and have remained so up to the present time, as you see me now. I am living here. I have property of my own, and horses; I have a wife and children and am well to do. My wife is a leper, and I want to stay here.

Q. Do you want to go out?—A. No; because there are so many things here I have to leave. There is my wife, my children, and my property. I have two children born as lepers, and the other is all right.

Q. Who owns the land at Waikolu?—A. The board of health.

(Mr. KAIUE here questions the lepers in general regarding the petition they sent to the members of the legislature, reading the petition sent from No. 1 to No. 26, inclusive, asking them if it was their wish to have these things granted as prayed for, to which they unanimously answered "yes." Additional matters on the first object of the petition were then read.)

Mr. BALDWIN. Is there not fresh water?

A. We are asking for an increase of water because there are certain spots at Kalaupapa where taro can be planted, but as there is no water we can not utilize them. This water we are asking for is for planting purposes.

Q. How about planting potatoes or other plants?—A. If we are allowed to do it, we will do it. Some people plant dry taro and water it by sprinkling. Formerly we had little patches, but that is stopped. There was enough water for household purposes. This extra water we ask is for planting taro.

Q. Are there plenty of places to plant taro there?—A. Yes; there is a good area there. (To question by Mr. BALDWIN). If a man who has charge of the people here is not suitable to the people, we must have power to put him out or in. The present assistant superintendent does not give satisfaction; he extends special privileges to his own friends. The treatment given to the Hawaiians and the whites here must be equal. The whites are given the privilege of drawing one-half of their rations at one time. There are two days when the beef is given out, Wednesdays and Saturdays. The natives took their allowance at once, they are forced to do so, but the whites take theirs twice a week, 3½ pounds each time. Some of the houses are owned by the board and some are owned by private parties, though lime has been furnished and the expense of laying it on borne by the board of health, but in some other places they send a man to do the whitewashing and charge the people living in the house.

Q. Is that the only thing you object to, the difference between the natives and the whites?—A. Yes.

Mr. PALIKAKU (leper). The first thing I have to say is that some people are weak, and own no horses. They can not go and get their paiai; there are other people that the board could employ to make paiai.

ADAM PUALOA. Lepers are made to work eight hours per day, and paid 50 cents per day. I want it increased to \$1 per day. For whose benefit is the work performed? All of the work is ordered by the board of health—that is, the taro patch, waterworks, etc.

Mr. POIKI. Is not the board of health supporting you, and do you want the board of health to pay you a dollar besides?

A. The board of health is supporting us and also paying us 50 cents per day for the work we are doing. The helpers are given an allowance of food and meat and also 50 cents per day for the work performed, and the same as we are doing, but they are not entitled to it. We are the ones entitled to that allowance, because we are the ones who were brought here under the board of health, and we do not want the same privilege given to the helpers.

Q. I think to allow 600 lepers to bring one horse each will be a detriment to the good of the people, but I propose this: Would it not be better to bring imported horses here and use them for the general public?

Mr. KANANI. The superintendent sends donkeys for the food supply to the homes, but the same privilege is not given to outsiders.

Mr. PALIKAKU (re petition 12). One of the reasons is, I object, the weak ones could not get their own paiai unless they have money to pay others to get it for them, and if they can not get it they are obliged to take rice or flour instead. Regarding rule 26, he said: Helpers should be provided, for this reason: First, as long as a leper

patient is strong he can look out for himself or herself, but when afflicted with some other disease, which prevents them going for their rations, they can not get them unless they have money to pay others to go for them, and if they have not money then they are left to do it themselves; sick and hungry and nobody to care for them, and they have need of a helper.

Mr. BALDWIN. Is there a hospital for the weak ones?

A. No; there is not. There is a house built recently, but not occupied. We do not know the purpose for which that house is built.

Mr. KAWAIIHOA. Is it true that leper patients have to pay 25 cents to those who bring their paiai from Waikolu?

A. Yes. Sometimes the taro is already pulled, but when there is so much of it the lepers themselves have to go in the taro patch and pull it.

(Conversation was here taken up about the matter of divorce.)

Mr. PALIKAKU. If a leper is born here and leaves a wife outside of the settlement, and they want a divorce, they should be allowed to have it by mutual agreement, through the courts, without any costs.

(The question was here brought up of petition No. 3, on the front page of petition: That a steam vessel be purchased for the board of health, to be used for the transportation of freight from the other islands to the settlement. The lepers were unanimously in favor of this.)

Mr. BECKLEY. Mr. Reynolds has tendered his resignation, and we wish to know if he has encroached on your rights.

PETITIONERS. No; Mr. Reynolds is all right, but the assistant superintendent (Feary) is the one who is making all the trouble. The road that runs through the settlement to Waikolu has been inclosed by a fence, and gates put at both ends. The cattle are brought in and penned in during the night, but they jump out on the "mauka" side and destroy and eat up the plants—the cane, and other things planted by us. We ask that the practice of putting the cattle in there during the night be stopped. We are obliged to tie our horses before our houses, and if by chance a horse breaks a rope and gets away he is taken up by the superintendent, and we are charged for it and have to pay the damages, and we do not want to do this.

Mr. KEHA (leper) said:

Mr. President and honorable gentlemen, I take and build a house with my own money, and am living there. If I get poor and in trouble and the house wants repairing and I ask the board of health to help me pay for the repairing, and I to pay the board back, the board will not help me. If the board of health puts just one shingle up and I live there as a tenant of theirs, at my death the house goes to them, and my wife or child has no claim to it; the board of health takes it all. Second. Our water pipes. We pay our money for the laying of the pipes, those pipes that run to the house. The tools are supplied by the board. We pay for the pipes and the taps, but when I die the board of health takes all of those, and I have no right to give to anybody, wife or child, or anyone else. These are things I want to state for your consideration.

A REPRESENTATIVE. Is anybody treated that way?

A. I am one of them.

Q. Anybody died and their property taken?—A. Yes. I came here as a helper, but in 1888 I was counted in as a leper; I am diseased in

my body. They say that we stay here because we love the place, but it is not so. It is because we have sold all that we owned when we came here, and it is no good to us to leave here and go out again.

Mr. KAIUE. Where is the leper you were helper for?

A. She is dead; she died in 1890; it was my wife. I married again and got another wife, and have a big boy.

Mr. PAUAKA (leper). We ask that the payment for labor performed must be at the end of the month, if possible, instead of three weeks after the end of the month.

BERETANIA HALL, KALAUPAPA,
Saturday, March 2, 1901—7.45 p. m.

The meeting of joint committee held. Mr. Kalauokalani, chairman. Dr. RUSSELL spoke as follows:

There is certainly one thing which the board of health omitted to present to you, and that ought to have been presented to you long ago in some public pamphlet or a series of articles; that is the character of the disease on account of which you are isolated here in this settlement. I am satisfied in the near future that will be done, but until it is done I will try in a few words to explain what may be explained more extensively by the board of health.

From your petitions presented to the legislature I see you are not quite clear on that point. For instance, one of those petitions mentions that you want to have a thorough specialist in the treatment of leprosy to have a residence here and treat you. You seem not to realize yet that leprosy is incurable. Leprosy is as old as the world. China, India, Palestine, Egypt, Greece, that have lived thousands upon thousands of years, from the earliest times have in their histories recorded the disease of leprosy. There are two ways of finding the cause of the disease and the remedy for it. The one way is blindfolded to try this, that, and the other thing; to try one thing after another, sometimes finding something accidentally, sometimes finding nothing; that is one way of finding the cause and the remedy for the disease. This method of proceeding we call empirical; but there is another method—the scientific method. That means, with our modern complicated tools and instruments, to find first the germ of the disease, then in the laboratory to study the ways and means, the circumstances of life, the hurtful conditions for this germ, and then slowly, slowly, methodically, and truly come to the result. The empirical method has had in leprosy a trial of many thousands of years. There is hardly a method of treatment which has not been tried either in India, China, Palestine, Greece, Norway, or somewhere else. We are still trying; you have yourselves been the object of such empirical experimentations for long years. Once in a while, I should say several times a year, there springs a report somewhere in a distant country, Brazil or Russia, that so many have been cured, and, of course, it is taken up and it comes to us and we try it on you.

To this kind of empirical medicine belongs the "Goto" treatment. When you go to that place where they say that the lepers have been cured by some medicine, and investigate truly and deeply, you will find there is nothing in it; it is only a soap bubble. Of course, every physician knows half a dozen remedies which relieve the conditions, which help a little, sometimes make it disappear, but then in a year or two comes back again.

This temporary disappearance for a few months, or for a year, or for two years, is usually taken for a cure, but it is not a cure. Still, nature has a secret cure for leprosy, for there are undoubted cases on record in every leper settlement in the world that a man was a leper and then somehow he cured himself. The disease disappeared and never came back. When we discover this secret of nature and how it effects a cure we shall be able to cure every leper; but we must abandon this empirical method of trying blindfolded to effect a cure by the tail of a rat or the eye of a crab, or something like that, and we will have to abandon this method that has been overdone with no good results for thousands of years by experimentation. We have to adopt the second method, the slow, patient, scientific, methodical way of experiment. Unfortunately in the case of leprosy it demands such a scientific method of investigation, demands such complicated instruments, and so many expenses, that practically there is only one institution in Europe which is fully supplied with everything that is needed for that kind of study. This institution is the Pasteur institution in Paris. It has cost over a million dollars to put it up. Our little country can not afford so much money to put up something of the kind. It is the purpose of the present legislature to vote something like \$25,000 for a small laboratory of that description in Honolulu, but that will not be sufficient to start in the study of leprosy. The only use of this institution in Honolulu for the lepers will be that when it is in good running order and a proper man put at its head, there will not be a single man in this leper settlement who is really not a leper—because in the near future we will not satisfy ourselves by an external examination, but we will take a man to this laboratory and find the germ of leprosy in him, if he has any, and if he has none he will go free. Of course we do not put up that laboratory in Honolulu only for this purpose, because there are really a great many new diseases on these islands which are not investigated at all, and which require a thorough investigation, and this investigation will be accurately taken in this little laboratory of ours. As for the treatment of yourselves, of all lepers properly, I am very sorry that the board of health never has listened to my advice, which I gave them some seven or eight years ago, and that was that some sum of money, say a sum of \$5,000, or something like that, should be appropriated and put to the credit of the Pasteur institution in France, in order to institute a special branch of that institution for the study of leprosy, and invite all of the governments of the world who have leprosy in their midst to contribute in the same way. In such a case a good branch of the institution, a special branch for the study of leprosy, may be started there, and perhaps in a few years will really find the cause and the true remedy, and we will discover the secret of nature on which so much depends. Until this is done the only scientific measure against a spread of leprosy is segregation. The disease is contagious, and unless this idea is put into effect regarding isolation or segregation, it will spread all over the natives of these islands, who seem to be specially sensitive to it, and will destroy the Hawaiian race as such. That is the reason why you are here, and you are here not for the benefit of yourselves, but for the benefit of the whole country. The country is more in debt to you than you are to the country; whereas on the one hand you must patiently reconcile and submit to your isolation, to your condition, the country on the other hand tries and will do the best it can for you.

Now, we have heard that there is some trouble here and some complaint, some deficiency in food, and we have hurried this way to you to find out what is the matter and see what we can do for you. As far as we can see we have found that it is not so much to any individual or individuals that the whole trouble is laid, but mostly to the system of government, to the system of running the leper settlement. In my opinion the worst self-government is better than the best of paternal government. Nobody can help a man better than himself. If you hear of some king, or some governor, or of somebody, who, with great success, administers and runs a country or a state, don't you believe that. Recently I have spent three years on 100 acres of land on a coffee plantation with only a dozen Japanese to run it, and my head was full from morning to night, and I was always afraid I did not do the right thing. If I missed one day from this little farm the next day everything was topsy-turvy. The larger the thing that a man claims to administer and rule the worse it is ruled and administered.

The best illustration is perhaps the government of this country for the last few years. It is a very, very small country, and it has lots of officials, and they receive lots of money, but there is no order or rule at all. The administration of this small country, with 150,000 inhabitants, costs more than the administration of the State of Wisconsin with a million and a half. Why? Because in Wisconsin they govern themselves, and here we are governed by a paternal government; that I think the best we can do for you is to give you the same self-government as is given to everybody in the United States, and which we propose to give to all the people here, on this ground: That you are just as good citizens as ourselves; perhaps the intelligent class of people among you is a little more frequent than among the ordinary crowd outside of Molokai.

"The plan is this: To incorporate you as a town or village, under a special charter, under a special act of law. By this act you will elect your aldermen and your council; you will have your mayor; you will elect your judge; you will elect your policemen. If necessary, you can put up among yourselves a little militia, composed of a dozen or two men, which will enforce all the rulings of your councilmen. You will get so much a month, what the Government provided for you, so much a month credited to you to be drawn from some bank in Honolulu, and you will do with it what you please. [Great applause.] You will appoint your own purchasing agent in Honolulu or elsewhere. I would recommend Hilo; Hilo is the better place. You can change him every day, if it amuses you. If sometimes you find that this Government money, which the Government gives you every month, is not sufficient for you, perhaps you will put half of you capable of working, perhaps you will put them to work. We can not put those of you to work except those who can work, because it would be hard labor, but if you wish more coffee or more sugar, and a little dance and a little music if you put yourselves to work, that will be all right. Anyhow, let us try, for you are tired. By and by you will be better; then you will go and ask for somebody to rule you, and we will give you a ruler. [Loud applause.]

Senator Kalauokalani here introduced Senator Baldwin, who spoke as follows:

"Friends in misery, I greet you. I do not think it is right to talk too long to you, as there are others who would like to say something, and

perhaps there may be some of you that may want to say something, and I will make but a few remarks. I want to thank you for the honor you have given us by trusting us, by electing us—myself and Mr. Beckley and others—as representatives for you. [Cries of “Pololei.”] I went as a Republican and others as Independents, but you trusted us to do what is right by you. Though we are divided in party lines, we are one in doing what is right for you. In some Government questions we may differ, but in others we may be of one opinion. We all want to have the occupancy of the land preserved. I advise you to do what is right, to keep to what is right, and God will help you to do it. In this I do not think the two different parties differ, because all of us are combined to do what we can to alleviate your troubles and miseries, so I thank you now for electing us. You have my heart and all our hearts.

“I was up at the boys’ home, and they drew tears from my eyes to see them there. I went to the home of the girls, and it also drew tears from my eyes. It shows you my heart is with you. [Cries of “Pololei.”]

“You have heard what Senator Russell has spoken of. If that is true, what the Government proposes for you as the best, we will try to pass it and use our best ability to do so. What you want us to do we will try to do for you as best we can.

“A few years ago I tried hard to find a way for the curing of this disease. When Mr. Treadwell was afflicted, I sent him to Germany. I assisted in sending him to Germany to be cured, because I heard of an eminent physician there who claims that he has a medicine to cure this disease. This information was published in books, so I helped Mr. Treadwell there. I did not care for the expense of that; what I cared for was for him to be cured. After he left he got there, and he always wrote me saying he was not cured. There were others there who had hoped they would be cured, but were disappointed. He wrote to me that he thought it best to go to Japan to the Japanese doctor, I think Dr. Goto. He stayed there for some time and always wrote me, and finally he wrote and said that he was not cured. Of course he was helped a little, but no such thing as a cure. He asked to be transferred to the receiving station at Kalihi. Then he stayed there for some time, and thought he ought to go back to Japan again. We helped him again and sent him back, and he is there now. I have not heard that he is cured.

“If there is a remedy for this disease, we will surely find it for you. We will always be on the lookout for the doctor who has a medicine that can cure this disease. There is a garden in Honolulu, and a little tree is growing there which is claimed to be curing leprosy in India. We are waiting until it is a little bigger, to see what the consequences will be. I am sure and confident that such a remedy can be found, because the physicians are advancing in the science of medicine and other sciences, and a few years hence I hope they will succeed in getting a medicine that will cure everyone who is here in America.

“With these few remarks I will surrender my place to others. I want this impressed on you, that I will try my best endeavor to do what is for your good.”

The following witnesses were then called and were sworn and duly testified as follows:

W. NOTLEY:

Mr. EMMELUTH. Mr. Notley, are you a leper or a kokua?

A. A leper.

Q. What is your age?—A. Forty-two.

Q. How many years are you a resident of this settlement?—Thirteen.

Q. Are you married or single?—A. Married.

Q. Were you married at the settlement?—A. Married outside.

Q. Is your wife living with you now?—A. Yes.

Q. Have you any children born of wedlock in the settlement?—Neither in the settlement nor outside.

Q. Have you any resources outside the board of health appropriations?—A. Yes.

Q. Have you any daily work?—A. Yes; I have an occupation myself, such as interested in the coffee business, and the taro planting and fishing business.

Mr. NOTLEY. I want to ask you some questions that are not asked the nature of a desire to inquire into your personal affairs, but with view to solving some of the problems we have before us on the settlement here.

Q. How many years have you been in the coffee business?—A. I am not raising coffee; it is a coffee shop—an interest in a coffee shop.

Q. I want to ask you a question. To what extent is the coffee shop patronized in this community; do many Hawaiians patronize a place of that character?—A. Yes.

Q. What would you say is the average attendance there daily?—Well, it is according to the state of the weather that they will come, you see; when it is cold weather the business increases, but if not a day it is fine they do not come. Sometimes I may say twenty or thirty at a time.

Q. In running a coffee shop, do you pay a license for the same?—A. No; it seems the control of the license is in the board of health and the board of health has control of the license.

Q. Do you pay any license?—A. Pay no license.

Q. What other occupation have you?—A. Taro planting.

Q. Where is your taro planting operation conducted?—A. Waikolu.

Q. How long have you been conducting that business?—A. If I remember rightly, it is four years.

Q. I would like to ask you under what conditions do you plant taro there. The property belongs to the board of health.—A. Of course, the property, the land, belongs to the board of health, and they are under the control, as there are regulations of the board of health.

Q. Do you plant on shares, or on what arrangements do you conduct that business?—A. The arrangement is on shares, as the board takes one-quarter of all the proceeds that I make out of that taro business. That is a regulation made between us taro planters with the superintendent—the assistant superintendent.

Q. How long has this arrangement been on?—A. Well, it only commenced—that quarter sharing has only commenced since Superintendent Reynolds took charge of the settlement.

Q. That is about how long?—A. Four years; I do not remember exactly.

Q. What arrangements began first between the planters and the

board of health in regard to the remuneration, if any, for labor? Do you get from the board of health any remuneration for labor on these taro patches?—A. It is according to the contract made by the board with the outside parties. We get remuneration for what we produce; that is all.

Q. I mean you put so many days' labor in on a taro patch before that taro becomes ripe. Does the board of health pay you for any of that labor?—A. No.

Q. In working these lands where do you get water from?—A. From the valleys there, streams there.

Q. Have you any trouble in planting that taro, having it bad from any cause?—A. I have not had in my own plantation; I have had no trouble. I have found that the taro I have planted is giving satisfaction to all the parties who had taken and made use of it.

Q. To what do you attribute the diseased condition of the taro in the other parts of the valley?—A. Well, since I took a planting interest, with the encouragement of the board of health, I have studied the matter well, and find that a good many of the troubles caused to these patches is where the people has taken them and run too much cold water; they never allow it to stand. The still water warms the ground and gives maturity to the taro.

Q. In order to insure the utmost capacity of the valley being utilized for taro raising, what would you advise in the manner of a rule in that respect, in respect to the raising of taro at its maximum? In other words, what the committee would like to find out is whether by a systematic cultivation of that valley or areas outside it would be possible to supply the needs of the entire settlement without going outside the settlement.—A. I do not think the valley would supply the whole settlement.

Q. About what number do you think it would supply the staff of life to?—A. From four to six months I could supply the settlement.

Q. Would you say from four to six months, or would it be possible to supply the amount referred to for six months?—A. Well, yes.

Q. I want to ask you what price have you been realizing for your taro, and under what arrangement has it been sold?—A. Well, the arrangement, of course, is according to the tender the board gives outside to outside parties; that is, 57½ cents, if I remember rightly, for a bundle, and for that we receive for it full remuneration given to the board for that amount, but there is one-quarter, as I say, that the board shares out of that.

Q. Is this price that you name, the 57½ cents, is that the base of the price fixed by the board of health calling for tenders for paiai from other sources?—A. That is for the last tender that I understood.

Q. That is, at Honolulu the board advertises tenders for paiai, and the price fixed by that tender is the price you are paid, less 25 per cent, or one-quarter?—A. Yes.

Q. What is your opinion as to that arrangement between yourselves and the Government?—A. Do you mean my own personal opinion?

Q. Yes; in all these matters we want absolutely your free opinion.—A. Well, I think, of course, I would rather see the full amount than to see it shared.

Q. Now, Mr. Notley, supposing we, as will be referred to us, give to your community here a self-government; this only means that we will have to provide for and give you those rights which under the

constitution you can claim. Supposing we give you these rights, do you think that as a member of this community it would be right for the community to allow you to occupy that land without some return for it to the Government, which will offer to the settlement all the lands from Waikolu to the beach line over here?—A. (No reply given.)

Q. I will put that question in another way. Suppose you have no cattle and another man has cattle, and horses, possibly, and is pasturing them on those lands, would you as a member of this community think that man was entitled to pasture them when you had none to pasture, and pay nothing for the pasturing?—A. Well, I would say under the circumstances we are in, I think we are entitled to the full value of the use.

Q. If we give you here self-government aside from providing for your existence, as has been done in the past, you will have to provide for the management of the place, for the direction of its affairs, for various incidentals that go to make up the expense of community living, and how are you going to meet these things? You have the land to live on, and will have to meet your expenses out of the resources from this land.—A. I can not answer this question, as I think you have more knowledge of this and can satisfy yourself.

Q. Mr. Notley, were you aware of the petition that was sent to Honolulu.—A. (No reply.)

Q. The first question in the petition relates to the taro in Waikolu which you have answered. The second is that the board of health be made to pay for the carriage of freight for the lepers, sent from all the islands of the group. What is your thought on that? Do you think it is a proper expenditure on the part of the board of health?—A. I dare say under the condition we are in here, by the wish of the community outside, I dare say it is proper.

Q. I will pass over the next question and ask you regarding question 4, which says that the children born of leprous women be given full food and fish allowance as well as wearing apparel, not to exceed the value of \$10 per year. I would like to ask you right there, can you give me any information, a reasonable reply, as to the number of women that give birth to children yearly in the settlement here?—A. I can not give you that, because I do not look into those matters myself.

Q. Have you any idea at all?—A. Well, at the present time I may say there may be six or seven or ten.

Q. Are you in favor of this allowance of \$10 per year for them?—A. An allowance of \$10 for each child of a leprous parent born in the settlement here.

Mr. BALDWIN. Does that not refer to the clothing? I think you made a clerical error there.

Mr. EMMELUTH reads the question again.

A. Well, I will answer that; I think it is reasonable enough.

Mr. KALAUOKALANI. Would this ration be given at the birth of the child or after five years?

A. I think after one year.

Mr. EMMELUTH. Now, the next is No. 5, which says that the clothing allowance of the value of \$10 be made in coin. How can the board of health or anyone under the direction of the Government yield this allowance in coin to the child and know that it will be spent for the benefit of the child?

A. Well, in that matter it is this way, the child is here and the parents may appear. They can not supply them with their own means, but they will use their own clothing, rations, etc., for these children, and that has caused, if I remember rightly, a contest to bring this question to the majority for that purpose.

Q. The next question is a question that relates to the matter of stores; that is, not of Government stores, but storekeeping. What, in your opinion, is the character of conduct of the present Government store; do you think it is economically conducted?—A. Well, it is not; in time past I would say it is not properly conducted.

Q. It has not been properly conducted?—A. No.

Q. Are the goods that are termed "standard," that is, a good quality of goods, sold in the store, canned goods or cloth, etc.?—A. No; there are many goods that go in that store which I will say are "rot;" many goods, of course, have come of very good quality.

Q. Are those goods that you complain of of a character that if you had that store yourself and were selling goods you would return them to the person who sold them to you?—A. I would, as in my personal business have applied to the parties who sent me inferior goods than what I wish.

Q. The conditions existing at the settlement as they are, and a general merchandising company allowed on the part of the people to live at the settlement here, would not you think it desirable for the Government to establish an inspectorship of goods that come to the settlement before they are shipped from Honolulu or from whatever source they come, with a view of insuring their quality; the rule of the company would be that goods can not be returned from here.—A. I dare say that would be a proper way.

Q. In order that that work should be done with as little possibility of pressure from the people selling goods as it were possible to create, the Government would have to charge a small percentage of the price of the goods for inspections; that expense would naturally fall to the person buying the goods. On the other hand, there is an experienced person inspecting who knows when he receives them they will be goods of proper quality. Would you consider that a desirable arrangement?—A. I think it is.

Q. I will pass the next two questions as irrelevant, having been sufficiently answered during the day, and go on to the ninth one, that the importation of awa into the settlement be permitted, but not to exceed two stumps at each sending. Within your experience in the settlement here, what has been the greatest cause for disturbance among the population?—A. Well, the greatest cause is there is a lot of beer makers and swipe drinking here.

Q. How largely is the practice of beer making and swipe drinking a custom among the people at the present time? In other words, about what proportion of the population are addicted to that?—A. It is very hard for me to answer, as I have never looked into such matters so that I could fully state that.

Q. How do you know anything of that kind is going on?—A. Because I see it proceeding days in and days out.

Q. What do they make swipes of?—A. They make it out of sugar and hops and out of a lot of things which I dare say a good, experienced man would not touch.

Q. Well, I would like to ask you again that same question, and I

would like for you to answer it, telling me everything that you know they will make swipes of. What else besides sugar and hops do they make swipes of; what do they use in making swipes?—A. Well, they are getting into the settlement here from other sources—there is ginger there is alcohol; and not only that, they make it out of papaia choop up and steeped with sugar and hops. Not only that, they make it out of pineapple roots; and not only that, they make use of other materials growing in the valley here. They make it even of ti root. All these combined together will make a strong drink, which will affect the person sooner than a mild drink.

Q. Now, would you consider this demand for extra sugar a demand for sugar to make swipes? When your first demand for sugar was legitimate, we have a request for more sugar?—A. Well, I think they use that for proper use.

Q. And they buy the sugar that they want over?—A. For making the swipes they buy that.

Q. Where do they get the hops?—A. They come in through the settlement here. There are other sources. They are smuggled in. That is the right thing.

Q. Do you drink awa?—A. No.

Q. Have you any idea of how much of it is used in the settlement at the present time?—A. There is a great many people in the settlement who are great awa drinkers.

Q. Would you attribute the excessive drinking of swipes to the inability to get awa?—A. Oh, no.

Q. Would you advise, with your experience in the settlement here, to allow an indiscriminate use of awa and the bringing in of it?—A. I would do so.

Mr. BALDWIN. I would like to ask about the taro. You say you are in the taro cultivation. The upland taro grows here. I understand there is some in this valley.

A. Waiilae Valley.

Q. I understand this is the first time at raising upland taro here. Have they tried upland taro in the valley here or have you done it here?—A. Oh, yes; we have. I have for my own private use. I have a small piece there when I am in pilikia for poi. I prepare that specially for my own stomach and for my wife.

Q. Is it good taro, as good as the wet taro?—A. It is not so good as the wet taro, because the wet taro you can improve on that, and on the dry land it is very hard to improve on. If you miss the proper time to have it pulled, it will be caked; and now, as we have a heavy shower of rain, it will increase the growth and the taro is not good to eat then because the growth will turn it to water; but leave it alone at certain times it is very good.

Q. You are an old surveyor. That used to be your business, I believe?—A. No; that is my brother.

Q. About how much upland taro has the board of health in that valley? It is raised by the board of health, I understand.—A. Yes, now.

Q. They hire people to work it?—A. I am not sure of my words, how many acres are there. Of course, to make a broadcast guess on it, I dare say it is about 20 acres.

Q. About how much have you got there; how much upland taro, about, in Waiilae?—A. Perhaps Mr. Reynolds would say.

Mr. A. REYNOLDS. We have none in Waiilae. We have in Waikolu. We have about 20 acres in, but have only recently commenced in Waihanau.

Q. Does that taro get diseased like the water taro?—A. They have baked some, and it has turned out very good.

Mr. NOTLEY. In Waikolu some parts will turn out well, and as you are a sugar planter yourself, it is according to the cultivation that you carry that dry-land taro will be good at all.

Q. You say one of the great evils here is making and drinking swipes of various kinds. Why do you say this to be a good thing for the settlement to introduce a large quantity of awa here?—A. Well, it is this way—the awa don't disturb you; they take it easy, lay down and take it at ease, while with swipes they will visit other people's houses and be noisy, making a disturbance. I would be pleased to have a regular saloon here where a person could have his regular drink, and that is enough, than have swipes, which is killing us as well outside as inside.

Mr. KALAUOKALANI. Is 21 pounds of paiai enough for one person?

A. No; 21 pounds is not enough. That is my opinion, and I am sure you can judge for yourself.

Mr. BALDWIN. We want to get at the truth of it. I asked one man, and he says it is enough, and another man says it is not enough. Now, if you had 21 pounds, full weight, and you gave none of it to your child or anyone else, would that be enough for you?

A. No.

Q. Do you get full weight in your paiai, 21 pounds full weight?—

A. Full weight? Of what do you mean?

Q. I mean is it full 21 pounds?—A. Of course it may be sometimes; sometimes it is 21, sometimes a little over, half a pound or so. I may say 21 pounds received of good "grub," I can get away with that in four days.

Mr. KAWAIIHOA. When you are planting at Waikolu was your taro pulled?

A. Yes; I pulled the taro as an accommodation to the board of health; at their request I did.

Q. The patches that you planted there, were they formerly planted as taro patches?—A. That place was new broken ground, and I spent \$2,000 in it, and my money has not come back yet.

Mr. KALAUOKALANI. Is not 7 pounds of meat enough for each person for a week?

A. Yes; of meat it is sufficient; but if bone together, why, it is not enough.

Q. Is 12 pounds of flour enough?—A. Yes; that is enough.

Q. Is 9 pounds of rice enough per person per week?—A. I never mentioned rice—to eat rice. I do not take rice, I am a Kanaka and take poi, so I can't tell you how much rice is enough for one patient.

Q. How many pounds of rice go to each patient for a week?—A. I think it is 9 pounds.

Q. How many pounds of hard bread per week per patient?—A. I don't know.

Q. How many pounds of salmon?—A. Five pounds of salmon per week; I never measured it.

Q. Don't you take salmon rations?—A. Yes; I take it, but don't measure it.

Mr. EMMELUTH. If it was good salmon, would it not be enough?

A. Yes; when it is good it is enough, but when it is bad you all throw it away.

Mr. KANUHA. In the store does that refer to crackers, rice or bread or flour?

A. Clothes and canned goods are the rotten goods.

Q. Are some of these bad canned goods going to you?—A. Yes.

Mr. KALAUOKALANI. Is the patient satisfied that one quart of oil is enough?

A. No; it is not enough. If you use a lamp, say, two hours every evening, that one quart of oil won't last more than 15 days.

Mr. KANUHA. Regarding clothing rations, where do you draw from?—A. I draw it from the store; that is, the board of health store.

Mr. KALAUOKALANI. If you appoint a district judge for this settlement, do you think it will reduce drunkenness?

A. I can not say; perhaps it may.

Q. Your petition says that you want a judge and a sheriff.—A. There are many cases in this settlement, and we want to get justice as soon as possible, instead of waiting for a long time before the judge comes to hear the cases.

Mr. CARTER. Mr. Notley, there are two questions here that were passed by; I would like to have your general ideas on them. The first is a request that all the buildings be whitewashed and painted generally by the board of health that are owned by the people here. Do you think that is a good plan; that is, do you think it will do well to do that; also, whitewash and paint the buildings owned by the individuals?

A. Well, personally, for my own experience, I think it is not right.

Q. Well, you live here; you know and see the condition better than we do who come here.—A. Yes; of course, this way it remains that those here to use their judgment on that; for my part I would refer that to those who use their judgment on that matter.

Q. What is your answer with reference to the same idea of digging the graves?—A. In that matter I think the board of health ought to undertake the digging of the graves.

Mr. EMMELUTH. If the custom were established, or a regulation made that would contemplate that a person putting up a house in the settlement should own that house and have the right to sell it, he having supplied all the material and labor for it, would you consider such a house should be taken care of by the government or the board of health?

A. No; I do not think so.

Q. Do you consider that if the settlement here is given a form of government under which it can operate, that you would be willing under the conditions of owning the improvements, that you would be willing to pay the settlement some rental that would assist in paying the expenses of running that settlement; that is, for the magistrate, for the policeman, and incidentals?—A. Well, it remains—I can not understand.

Q. Well, are you willing to pay a tax for the use of the land, a tax sufficient to pay the expenses of these accommodations that you like to have? Each other element in that community must do likewise. It is merely a question of serving your community. Understand, you do not want people to get drunk, running around and smashing your

house, or run over your plants. In the interest of every good, you would want to yield something toward the benefit of the community, with the privilege of at any time selling out what you have got. These questions are asked for information, to find out what thoughts you people have on these things. To put it in another way—would you be willing to pay ground rent, the money that is realized to be spent in the settlement and for the good of the settlement?—A. This would only ask us to leave the settlement then?

Q. No; it would not. It might amount in your case to over \$1 per year, but it would be a dollar that proportionately everybody else would pay something similar in the ratio as you have land.—A. Yes; but I—I do not think I can answer that.

Mr. KALAUOKALANI. If anybody builds on anybody else's land, do they have to pay rent?

A. No.

Mr. KANUHA. You said that you have a coffee saloon.

A. Yes.

Q. Please state how much you make per month.—A. Sometimes \$200; sometimes less.

Q. Out of that realization was a quarter taken by the board of health?—A. No. In the petition for the board of health to pay for the freight I admit that some goods are brought in specially for speculation—smoking tobacco, for instance; that is, Hawaiian tobacco, oranges, dry fish that comes in large quantities, I use for speculation.

Q. Do you think that there will be one case a week in court?—A. Yes.

Mr. BALDWIN. How many cases do you think there will be?—A. I think there will be four or five cases per week.

Q. I think the people here live peaceably.—A. Yes; it is so; it appears so; but of course sometimes things will come up, fighting, for instance, or any other trouble that we get into, as where there are a great number of people congregated there must be some kind of trouble, which would be brought before the court.

Q. Then you think it is right for you to have a judge?—A. I think so.

Mr. CARTER. In question 25 in the petition is the request that the lepers who have no horses be allowed to import one horse each from the outside. You have been here during the dry season; do you think that the land could support a horse for each person?

A. I think persons could have horses, but of course not more than one.

Q. Well, if everybody was allowed one horse only, would there be enough pasture then?—A. No; it would not; if every person had a horse apiece, that would be more than the pasture here would supply.

Mr. BALDWIN. How many horses have you?

A. I have 9 horses, on account of the work I do here.

Mr. KANUHA. I think there are plenty of horses running around in the pasture.

A. In the last few years plenty of horses died through sickness, glanders, not from drought.

Mr. KAIE. Who ordered you to put up a coffee saloon here?

A. Through the consent of the board of health to the application made by me, and it was decided to establish one here and one in Kala-wao. They let us run a coffee shop on the license, because if we have

a license we will bring in goods that will compete with the board health's store.

Dr. RUSSELL. Do you know any case of suicide among lepers since you have been here?

A. Suicide? Well, I know there has a couple been suicided; that is I can put it they have gone out of their minds and committed suicide.

Q. For how many years is that?—A. One for just lately, the last month, made away with himself, that has not been found; that is Chinaman—Ah Pat.

Q. And another?—A. Is a native.

Q. How many years ago?—A. I think it is an old native, and it is pretty near eight years ago.

Mr. L. RAY (leper), being duly sworn, testified as follows:

Mr. EMMELUTH. Mr. Ray, we would like to ask you what your opinion is as to the rations now received of food in such lines as the white element of the community are usually supplied with. Do you usually call for flour and rice?

A. So far as my own experience is concerned I do not take it myself. My rations I give to the chickens; as to the flour, I make my own bread, because I am not a Chinaman and can not eat rice. Hard bread I never take, and rice is the only thing I take as a ration, but I feed it to the chickens. If I lived on it I think, perhaps, it might be enough so far as the quantity is concerned. Some foreigners who are dependent on their rations have been in the habit—the rations were given in the store—been in the habit of selling their rations for a quarter in the store, so that the consequence was that the amount of the ration was 25 cents, but nine-tenths of the rice has been fed to chickens.

Q. You say that practically all the white element here does that?—

A. They have done; that is, those who have no means to buy other things, they have been glad to do it. No white man can live on rice continually.

Q. Well, I should judge if that were a practice it would be far better for the Government to give the element that does that the money straight to live on, and it would be a matter of economy.

A. The foreigners have never asked for money. For a number of years I got a ticket on the store to the amount of the ration, usually 50 cents—this is allowed them to buy all they choose in the store at cost price to the extent of 50 cents.

Q. How about the matter of beef?—A. Well, the beef it has been of very poor quality. It will be enough if it was not so bony; in fact it has been more than enough for me for the last two years. I generally throw it away or it is not eatable, and the butchering is bad. There has been 98 cattle per month and they would be put in a pen and never let out until they are all killed, and by the time the last one was gone it was nothing but bone and black meat, not eatable.

Q. You say "What with the butchering and the bad condition of the cattle." What do you find fault with in the butchering of the cattle?—A. Generally they do not properly bleed them, and again instead of sawing and cutting it up decently, it is cut with a wide axe. You get bone sometimes in splinters and bruised up badly.

Q. Have you any remedy to suggest in this part of the matter?—

A. No; unless when the butcher is a little overworked they go to a little more expense, have an extra helper. It may be they are cutting down the expense too much. You know a butcher can cut it if he has time.

Q. Are you familiar with the place where the butchering is done?—

A. I have not been inside it. I hire a man to do all my chores, so I do not know much about it.

Q. Did you ever try any ration of salmon?—A. Not above once or twice a year. I generally import my own salmon if I want it.

Q. As to supplies of vegetables; in matters of that kind how do you fare?—A. I scarcely know what they are; we fare very badly on them. The store for the last year or so got one to two bags of potatoes a week. A year ago it would be two bags of potatoes in two weeks and they would be all gone in two hours after landing, and the others were left out. About two weeks ago I went for potatoes and they were all gone. I have not seen a potato for over two weeks. It is perhaps once in two months they get one crate of onions. Four weeks ago I got onions from May & Co. or I would not have seen one of them.

Q. What is your observation regarding this matter of swipes drinking; is it on the increase or does it continue a matter of about an equally regular consumption?—A. That is something I really can not answer. I am at home most of the time. I know as little of these people as any of you almost. I could not name 20 men's names. I know there is considerable drinking from hearsay, but I do not see it myself.

Mr. BALDWIN. How many cattle are killed a day here—how many butchered?—A. It is according to the size. I think about 5 or 6 a day.

Q. Then the 98 bullocks brought here, how many days would they last?—A. Forty-five about a month; and 90 would last two months.

Q. Do they feed them in the pen?—A. Yes. The pen simply is, I understand—I have never seen it—but they tell me it is a very large place in there, and the fodder is trampled down. At the time of the long drought there was no food. That was when the pen was first occupied, but now there is plenty of food; that is why I think they are wrong in keeping them there.

Q. You heard the question asked this evening about some form of self-government in the settlement here. You are a thinking man; what would be your opinion of that; would it work successfully or not?—A. My opinion is that it would not work.

Q. Why do you think it would not work?—A. Judging from the people continually quarreling, each one would be jealous of the other; if one had a little office and the other did not, they would be kicking at him. I think it is a man, a superintendent, what we want. A man coming here, it don't matter who, if he is a leper he is as low as the lowest one here, and they would not submit to any authority from him, so that if I am a leper I am no better than anybody else. They would say, "Who are you? You're a leper and no better than any of us." Everyone would want a say in the self-ruling affair. We are each not very well people; we are all sick here. To-day I may feel capable of doing a great deal of work; to-morrow I may be on my bed and somebody else has to take my place. So it is with all of us. The least

change of weather upsets us, so we are never all just alike. We are like a thermometer.

Mr. CARTER. Mr. Ray, would you like to be governed—rather, would you think that the majority, if they had self-government, would be willing to contribute toward their government? If they have a house, pasture for a horse, and taro lands—if they cultivate taro—would they contribute toward the support of the whole?

A. Speaking for myself, yes; but for the others, I think a great many of the others would not contribute anything.

Q. I do not mean for yourself, but for others in the community.

A. I do not think they would agree to do it. A great many of them have not a cent of income whatever. There are a number of foreigners here—I do not know anything about the native affairs, but I do of the foreigners. A number of foreigners here are dependent upon charity. How can a man dependent upon charity contribute anything of that kind?

Q. Do you think it would be practicable to, instead of having a board of health here, say have a committee of three elected by the people here to serve as a board of appeal, and to take general charge?—A. Three lepers or three outsiders?

Q. Three lepers.—A. That may be possible.

Mr. BALDWIN. Not necessarily lepers, but three belonging to the settlement.

Mr. CARTER. They may be kokuas or others.

A. There are so few to choose from.

Q. Do you think it would be a good thing if you made all three manage the settlement, to which all petitions would be submitted and they pass on them, approve or disapprove of them, then if not approved to have it further appealed to Honolulu in case the local board refused it?—A. That might possibly work if you got three proper men. There are so few to pick from and it is very doubtful, I do not know myself.

Q. In regard to justice, the inability to secure any decision here—don't you think that would assist in the matter, such a board of appeal?—A. Well, in an appeal case it might, but so far as trying cases, we have a judge comes here whenever there is occasion for it.

Q. I mean in place of that judge would not that board of three decide any petty cases that come up?—A. Yes; if you got three men capable. Those that are capable here are unable to do it on account of their health, and those who are healthy are not capable.

Dr. RUSSELL. You have stated that you hardly believe in the possession of self-government in this community on account of the lack of moral authority and being lepers and on the same footing. Do you think that the physical authority, I mean actual force, to the orders of these commissioners or aldermen would be sufficient to supply the deficiency of moral force? They would have a certain police force and there would be no necessity, I think, of moral authority. Very few governments in the world are based on moral authority; it is mostly by sheer force.

A. We can not be compared to any other place in the world; we are a different people altogether. You will find them different to govern. Each one wants his own way, and if he does not have it he won't have anything to do with it. Of course, they may work better than I think. Like the Kilkenny cats, they will be all fighting. I think a commission would be better.

Mr. BALDWIN. You know this petition that went to the legislature?

A. No, sir; I knew nothing about it.

Q. Well, there is one request that there be a resident judge. Would there be enough business to keep a resident judge going? Do you think it would be advisable having a resident judge?—A. Well, it could be a soft thing for the judge.

Q. You people think you are good enough to do without a judge?—

A. Well, I don't want to be judge. I may say this—I have been here close to eleven years and never saw a fight here yet amongst any of the people. It is the quietest community I ever saw in my life. A little quarreling, perhaps, among the beer drinkers.

Q. There is another request in the petition, that they have a right to appeal to the circuit judge—a question you would not care to tackle?—A. No.

Mr. EMMELUTH. I want to ask you a question in regard to the agent of the board of health. Within your knowledge, at any time during the continuance on the settlement here of Mr. Reynolds, do you know of any breach of the rules of the board of health by him?

A. Well, I don't know that I have. I am not very observant that way. I am not looking for trouble. What I say is, I take very little interest in the jail. I buy all the things I want from the outside because I can not get what I want at the store. Things do not trouble me here, except meat, because I have to get meat here—I can get it nowhere else.

Q. You have known no case where he has acted in a way other than in a proper spirit towards this settlement?—A. So far as I am concerned he has acted a good deal better than the former superintendent acted. He has been a great improvement on the former one. I do not say he is perfect, but it seems to me it is an improvement on the old administration.

Mr. KAIUE. How does he take his beef ration?

A. Twice a week. You can please yourself—either take at once a full ration, or twice. I always take it twice.

Q. Does that same privilege extend to you and also to the natives?—A. Yes, I believe so.

Mr. BALDWIN. Do the natives have theirs twice a week or at one time?

A. I think they can please themselves; I was always under the impression if they want to get half a ration they can get it. If a man takes his full ration on Wednesday he has not to go on Saturday. It is according to their wish that they get the 7 pounds I think at one time. It may be so, I do not know.

Mr. PRENDERGAST. How is it about your mail service?

A. Well, it is not so good as it used to be.

Q. In former times your mail service was better than now?—A. In former times I got my mail pretty regular; now I do not get it in time. I only got one paper this week and one paper last week. There is a miscarriage somewhere.

Q. Was that on account of the bad road going up the pali?—A. I do not think so. I do not see that that could lose a paper out of the bag. I do not know whether it is the fault in Honolulu or this place here. It has certainly not improved since the United States took it over. There is another thing—I saw a letter the other day that had been misdirected and all the corners were cut off. It is bad enough

for us to have our letters delayed, but if they are all served like this it is not right. There is no necessity to cut off an inch off each corn for fumigating.

Proceedings here closed.

WAIKOLU VALLEY, MOLOKAI,
Sunday, March 3, 1901.

Present—Senators Kalauokalani, Kaiue, Kaohi, and Representative Emmeluth.

E. KAANAANA (leper), a taro planter in the valley, under the board of health, interrogated by Mr. Emmeluth, stated as follows:

There are about 50 acres of taro under cultivation in the valley. There are 300 acres of land at Kalawao suitable for taro cultivation. If the conditions were such as we would outline, the settlement could take care of itself so far as the supply of taro is concerned. If the conditions were created, there would be a saving of rice and flour, far as rice and flour are concerned in the requests from the board of health now. If the Government would provide the means for cultivation of taro at Kalawao the probabilities are inside of three or five years the settlement would be self-sustaining as regards its chief food supply.

At an elevation of about 600 feet above the sea level we came to the reservoir, and found a pipe leading therefrom running about two-thirds full of water, with obstructions over the mouth of the main reservoir leading into the supply basin sufficient to create this condition of the pipe, being only two-thirds full; the main reservoir being on an overflow. This condition should be obviated by some better strainer.

The opening going into the supply basin from the main reservoir is about 5 by 7 inches. The pipe from the main basin was an 8-foot one. When the strainer collects matter it passes into the main pipe, there being sufficient matter collected on the strainer to cause an obstruction. Every time the pipe rises in its course through the valley the water is caught in a trap, owing to the air in the pipe, so that the pipe would only give one-fifth or one-eighth of its actual possible pressure at the other end. The pipe would take three times the water it is taking at the present time if it were not for the backward pressure of air in the pipe.

Notes by Mr. Emmeluth.—The overflow instead of being placed in the middle of the reservoir ought to be placed over the screen near the pipe. The screen should be made self-cleaning. There was sufficient water flowing through the overflow to fill a 4-inch pipe, which was consequently wasted.

Mr. J. K. Waiamau, second luna for the board of health on the settlement, stated that he had sent men at one time to examine the stream above the reservoir, and they returned, finding nothing above this reservoir but the vegetation. He also stated that some of the water here came through clefts in the rocks, and that an engineer who was here at one time, Mr.——, had blasted one of the openings there and the flow was increased. There was some water coming down in the summer time, but not so much. Water was also coming over some of the spaces in the rocks. Mr. Emmeluth thought that with the pali in the condition it is that a drill or two of giant powder in the valley would give more water.

Mr. EMMELUTH. Have you had an opportunity to come here from time to time regarding this water during the wet and dry seasons?

A. Yes. It was supposed to be cleaned every month. Mr. Kaanaana was supposed to be in charge of the work. As there was much water seeping through the walls, his idea was that if the water was run off and the place cemented in places that the water would be saved which is now running to waste. I do not think it is desirable to go back for any further water to the source of supply.

We visited another water supply closer to the entrance of the valley, from which there are two 4-inch pipes connecting with the 8-inch pipe already mentioned below. The elevation here Mr. Waiamau thought was about 25 feet less than the previous source of supply. In this we found the strainer choked with vegetation, the same as in the other one. Mr. Emmeluth carefully examined the strainer and pipe and found that loose stones went down the pipe here, choking it up down below. He spoke about automatic valves being provided.

Mr. Waiamau stated that there was plenty of water here all the time, and the only reason he did not take the water supply from here all the time was it would not go over the hill. They found this out when the pipe was broken. The water did not flow from this pipe into the reservoir. Mr. Emmeluth thought they might have been using the water at Kalawao in the daytime when he looked at it, but the pipe there is lower than at Kalaupapa. The best time to examine that was in the night, when the water would not be used at Kalawao.

This water flowing down the precipitous rocks might be laid at a point above across to another point above, where the basin could be made and all of it preserved. There is water running through also at that point. At times about half the water flows through the pipes that is flowing here now. Mr. Emmeluth thought that at the present time this flowing water would fill an 18-inch pipe, whereas there were but two 4-inch pipes to carry it away.

About half a mile up the valley a reservoir might be easily made so that the water could be stored and used for any purpose.

The pipe line requires to be strengthened at the point of the land slide.

At points crossing gulches accumulations were noticed above the pipe line, which would indicate that sufficient provision had not been made for the water way below the pipe.

The pipe line should be trussed either on timber or otherwise, leaving sufficient water way below to carry the débris through.

An emergency house should be so situated as to be convenient for the purpose of placing tools and other materials therein for repairs.

Check valves are required at both inlets from the lower reservoir in order to prevent the water from the upper reservoir escaping through the lower one.

Provision should so be made for a suitable strainer.

AT THE BALDWIN HOME—PRIVATE CONVERSATION WITH MR. DUTTON.

Mr. EMMELUTH. I want to ask you what nationality you are, Mr. Dutton.

A. I am an American.

Q. What age?—A. I am nearly 58.

Q. How long have you been at the settlement here?—A. In July it will be fifteen years.

Q. You came here voluntarily to assist in the work of the settlement, if I remember rightly?—A. Yes; voluntarily to work for the lepers.

Q. As conducted in the past, and judging by that solely, what would your idea be as regards the departure from the past—Americanizing this community in the terms that the Constitution contemplates, having given the lepers a right to a vote, the same as we are able? I would like to have your opinion as to what course should be pursued in doing that.—A. That would be in view of the supposition that they would always have the right to vote?

Q. Yes; I do not see that that would be denied them either. I think once given implies that it would have to be by some glaring defect and some absolute evidence of race prejudice to the extent that it could not be eradicated; although, speaking in a general way, I hardly think that would be a matter for consideration at all.—A. If there is a property privilege being taken, why, it would affect much the plans you speak about.

Q. I am satisfied we are facing that condition that requires us to give the leper settlement a degree of self-government, and that can be given to it and hold it under health regulations. The only condition I feel we can apply other than the franchise of self-directing government is that they shall remain on this place.—A. Yes. Well, as an American having American ideas, I would say that I would be glad to have these American ideas of government privilege wherever it is expedient; whether it is expedient here really I have not studied the matter well enough to speak definitely. I suppose there will be some outside control. It could not be in such a way that everything regarding the special administration and everything regarding lepers would be governed by the community here. Would not there be any outside check?

Q. Hardly that we could apply.—A. Dr. Russell was here. His ideas seem to be to give a certain amount of money into the bank and let them do the best they can with it.

Q. That is a fact we are almost confronted with. We are speaking now between us here, and I want to give to you my fullest confidence and I want you to give us your fullest confidence. As I view it, the lepers here can demand that of us, that they be given a right to regulate their own affairs, we giving them the means of livelihood.—A. Though in public institutions generally I have never heard of that being done.

Q. Well, we are able to regulate the conditions here in the manner that is common to the public institutions. In other words, we are taking all the lepers and housing them, and it may come to a construction of that thing yet—housing them under circumstances that they would have absolutely nothing to do. There would be provision made for dormitories that would hold so many, and they so placed that collectively there would be a square, that a central portion of it would be taken up with sanitary and culinary departments. It would have complete in itself a dining room and equipments.—A. Well, you have described exactly this home here.

Q. And from the central supply station the food would go to the dormitories at meal times?—A. That is what we do. Of course, we have the dining room connected, but the people like to have the food in their houses. Those who like to have it in the dining room do so

those who like to have it in their houses take it in their houses. That is exactly how we operate this home.

Q. This is a feature that we will have to give consideration to finally.—A. But now the idea of giving them control; but it seems to me that whatever is done in that should be as a trial.

Q. It is done as a view to give them their full privileges.—A. And curtail any misuse of the privileges given—yes; that is what we have to keep track of for the next two years.

Q. As they abuse their privileges, we will have to curtail it. We will have to go forward in this step; it is a community interest.—A. A government on the American plan is what I am used to, and it seems to me it would be good every way, and I don't know why it would not work here.

Q. Let me outline what we contemplate doing. We contemplate one thing which will be an active agent in creating right conditions, with a different way of party lines in the methods of voting. There would be approximately 500 voters in the settlement electing the number of 5 commissioners to have charge of the settlement's affairs; each of these commissioners would be elected by 100 voters.—A. One hundred separate to vote. For 100 some one to fill one place?

Q. Yes; well, we will say there is a board who will control and carry on the affairs of the community here.—A. Well, a body of 500 voters for 5 men altogether?

Q. Yes, yes; each hundred voters elects 1 man. Not physically separated, but by the system of ballot. The ballot used at the last election will be the same ballot as used in the future elections, with this difference, whereas the ballot has heretofore been marked with five "x's," in the case of the new system it is "5"—1, 2, 3, 4, 5. Nominations are made by petition. We will say 100 voters being required to elect, 20 per cent of the voters, or 20 men, could sign a petition for any man to run, and that petition so signed would be his nomination. He must be put on the ticket, but the 20 names signing that petition can not be signed to another petition for a man to run; in other words, it prevents a duplicating power in the hands of any one set of men.—A. That is, each hundred elects 1 man?

Q. Yes; a portion of the system explained is simply this: There being, we will say, 10 men running and 5 men to be elected, as fast as the ballots come in from the voting precincts, the voting precinct having determined that the number of ballots is correct compared with the number of voters, then the ballots are sealed and taken to the place where they will be counted as to the vote. The package is opened and the ballots distributed over the files of the 10 men, and the ballots having been filed on these 10 files, it is found Smith has a hundred or more ballots; what is in excess is simply taken off his file and the hundred ballots elects Smith. The remainder of the ballots are divided over the remaining files on the second choice. So by the filing of the ballots on the one hand and the throwing out of consideration the man having the least number of votes, and his votes being distributed over the remainder, in this way the election is obtained of the 5 members.—A. There is to be a board that will show—

Q. That you will have supervision of the settlement, the direction of its affairs, and elect a magistrate. It will probably be in the hands of a justice of the peace, with powers to call a jury. We have not decided what the method will be yet, but want to make a law that will

make final a decision of any case involving \$100 or less right here at the settlement, as in every other township.—A. Well, I think the lepers ought to have the right to appeal to the same extent as the others have.

Q. In no other communities will they have any rights that the lepers won't have. It is merely to prevent a trial by jury. A call of the voters to try the case should be a satisfactory means of deciding it. The contending parties, of course, would have the right to declare themselves as to any of the jurors called and have any other one called.—A. There is one thing I would want to know about before I could say anything; that is about liquor.

Q. We must make the same law apply to the settlement as to the rest of the community, in everything that does not subvert the contemplation of their being segregated here.

Q. Have you read the dispensary act that we are going to pass?—A. I have read about the fact of it.

Q. This law carried with it this provision: There being no license at the leper settlement and the law going into effect at the settlement, what would you vote, as to whether they wanted a dispensary or not? If the majority are in favor of it, the dispensary would be placed here and operated under those conditions. A reliable person being found to act as the dispenser, he would be given a stock of liquors, bottles sealed, and marked on the outside with the quality, kind, and price of the contents, that bottle as sold from the dispensary not to be opened on the public highway or in the house in which it is bought.—A. The no government will be successful here if that is adopted. Of course they will vote for it, but if that privilege is given no government could be organized or thought of that would be successful. It would be pandemonium, a hell upon earth. You can put that down in big letters. Anything that gives them liquor brings hell here, I tell you that. The first petition you would have would be for the transportation of the sisters and the brothers, too; of course, I mean the four helpers. I myself am not bound as they are. Of course I never expected to die anywhere but here when I came, and I certainly hope I will die here. I have worked here fifteen years to make amends for my past life, but I do not know how it will be if you give them liquor here. I may tell you how hard it is when they do drink here. Weeks and weeks we would watch them all the time to save our children. I will never say a word in favor of having liquor here. If you think of allowing it to come here I shall denounce the whole concern. I have a right to say something; I am the oldest white settler here; no white person has lived here as long as I have; every person, leper or not, has come here since I have, and I tell you it will not do. If I speak too warmly you will please excuse me. I do not do it with any ill feeling; it is partly from my being weak; I have had a pretty good sickness, but I speak from my heart, I assure you that.

Mr. EMMELUTH. That is perfectly right, Mr. Dutton, and unless we get your opinions freely stated we can not be in a position to use them. If you tell us your views in the way to give us light, that is all we want.

Mr. KALAUOKALANI. Are you a minister?

A. No, I am not; I am not a priest or even a brother. I am called brother through courtesy. Father Damien gave the name to me. I am a convert. Forty years ago I was received at the Catholic Church.

at Memphis, Tenn., April 27, 1863, and was given the name of Joseph. I was received into the church under that name. My name was Ira B. Dutton before. I was in the Army fourteen years in the one department, and I had still Government business on hand; I was then investigation agent of the War Department; then when I came here I dropped that name.

Mr. EMMELUTH. As to yielding self-government, you think you would be willing to have the experiment made if you would bar liquor?

A. Yes; I think it could then be done, but there is one point: I think it would be difficult for the Homes; of course I would never leave this home. I have not been away for seven or eight years from Kalaulapa, but I will say that in regard to speaking for the whole settlement, I think my people very good; but there would be one difficulty for the homes. The people of the settlement, although I can not say they have ever been opposed to our homes, still they have always felt that the homes were a sort of choice place where they were given some things they can not have outside. There is a little feeling, perhaps jealousy. Oftentimes we have had inmates enticed out. We lost 20 through these late political conditions.

Q. Let me ask you right there, Mr. Dutton, what character of enticement was offered to get them away?—A. I will tell you what happened; just the origin I do not know. There was some difficulty among the employees of the board, particularly those who worked in the taro field at Waikolu, and the whole lot quit work because they were told they must sign a paper declaring they would vote for the Republicans, and they would not do that, and left.

Q. Do you know who the person was who asked them to do that?—A. I do not know, but I was told it was Feary. That is but hearsay; I do not doubt it myself, you know.

Q. And it is only in harmony with what we have repeated time and again in the methods taken last year.—A. Yes; and then there were no more men to work, so we had then a pretty good lot of young men, more than we generally have, able to work. They wanted to get men to replace those who quit work in Waikolu; and just then a young man who used to come here and work amongst our inmates, meeting them, decided he did not like to come in, although I gave him permission to come in. He was the young man who left the home here; went off with the idea to have more freedom. He was a Portuguese boy named Antone Gellespo; a smart young fellow, but a boy who was of very high spirits in Honolulu, a great deal; and came here in a bad fix. When first he came I told him, "Of all the people I have had to do with under 15 years, you are the first one I ever found in that fix." I got him fixed up here all right, and he seemed grateful.

Q. I want to ask you was he affected with leprosy?—A. Yes; and with venereal disease, too. And when I got him fixed up he seemed grateful. He was a strong boy, but he always had that desire to go out, and I knew he would be a wild boy. I kept him right under my finger and thumb until finally temptations came, and he had to go; so he located right there with ———. I think it is right in Feary's yard, if I am not mistaken. He bought a house of Feary's wife, I know. That was what I was told, at least, by several people. This young man came and proselyted some of the boys; yes, and succeeded very well, and took about fifteen boys, making promises they would have

houses and one thing and another. He has two names, Antone and Albert Gellespo.

Q. I know the boy; he came here about five years ago.—A. Yes, that is Frank Gellespo; that is a younger brother. He is in the home a half-witted boy.

Q. Did he take these boys away, and they have not returned?—A. Only one has come back. Several others were coming back, on that new concern started in Kalaupapa, and they were promised such good accommodations there and freedom. That was the putting up of this new building, the new home, they call it, at Kalaupapa.

Q. As I understand, that is intended for the accommodation of persons so afflicted that they can not help themselves. Are you of that impression?—A. I do not believe they will have that clause in the law. I do not know, but we will take care of them.

Q. I was led away with that idea, having had him there.—A. Yes, active people like him thought they would try it for a while anyway. The one that has come back is named Peter Richards. That is one of the two boys who are on the "doubtful list" to-day. Eight were examined, it being doubtful as to whether they had leprosy. They are to be kept under treatment for a while in our sight.

Q. Have you anything more you would like to state?—A. No; I do not know that there is anything.

Q. Then, in regard to the matter of liquor, I want to ask you as to this promiscuous making of swipes which, I understand, is going on?—A. That is terrible. Of course there never has been any whisky or regular liquors here, except the very small quantity some one would bring in their pocket. It has always been the swipes, and it is from that I judge, and we all judge, how it would be. When the swipes are prevalent it is not pleasant for us here.

Q. What is the percentage outside of the two homes to-day using swipes?—A. For some time there would be hardly anybody making the swipes. It depends on their ability to make swipes. It is only when they can get sweet potatoes, and sometimes they do not have any for a while, then there will be a regular deluge of it. There are parties close by who will have swipes when it can be had. There are some always skillful in making swipes. This man is a skillful swipe maker.

Q. He does not give it to the other parties?—A. As a general thing I suppose, they sell it, but our inmates they entice to drink; it is generally given to them. I have three men who will testify they bought swipes of this man here I speak about. He generally does give to the inmates in a treating method; and then there is that kind of feeling that it is a good joke to get the inmates of the home drunk. Still, I am on good terms with the outside people, but there is that feeling they have that the home is a little set apart, you know. They think that the home gets things that they can not get.

Q. I want to ask you a few questions about the home within the walls. Mr. Kalauokalani would like to inquire. How many inmates have you at the present time?—A. Only 120 now. Our average number is about 140, but, losing inmates as I spoke of, it has been lowered.

Q. At what ages are they usually taken in?—A. We will take in the boys who have no parents. That is, we are guardians for the boys for the orphan boys, strictly speaking—and they come as young as at

in the settlement. We have had them as young as 5 or 6 years; the youngest now is 8 years.

Q. Are you in favor of a boys' home for children, the "get" of leprous parents, to be situated outside the settlement?—A. Oh, yes; I do not see how you can help having that, the same as the girls have it all along, and I believe the girls who are ——— for the Kapiolani home that has been condemned ——— I think if they would build something adjacent they can be operated together, one side for the boys and the other side for the girls, but they should only be kept here until a certain age, about 7 or 8 years.

Q. In your knowledge, during your fifteen years' experience here, has it developed among the children living here, male or female, the get of leprous parents, that they have shown the disease?—A. Well, only a few; in proportion only a few.

Q. Would you attribute that result from actual hereditary taint, or possible contraction through constant contact?—A. Constant contact, I think. I am losing faith in heredity.

Q. In other words, your opinion, amid these conditions and surroundings, is that leprous parents may produce clean children?—A. Yes.

Q. And if they are removed at a tender age and cared for, that they would make clean persons?—A. Yes, entirely.

Q. When you mentioned about the Peter Richards boy, you stated he was put in the "doubtful class."—A. Just to-day he was put in the "doubtful class."

Q. How many of such doubtful patients have you?—A. Two of these in the home.

Q. Then, what is true of the home here in regard to the boys is true of the home in regard to the Kalaupapa girls?—A. Well, it is not exactly the same. There has been two instances, I think, of their taking in leprous women who have been taken from their husbands and given birth to child after they came in the home. That is the only way they get in, but I think they have been sent to Kalihi.

Q. Have you any further suggestions that you would like to make?—A. Kawehi is a doubtful one, and Peter Richards is the other one. Peter Richards came to the home in 1899. The other boy came to the settlement on October 28, 1898. He was then 12 years old.

Q. Now, Mr. Dutton, let me ask you, you say these boys were examined to-day and were declared doubtful?—A. Yes.

Q. That they were brought here as lepers?—A. Yes.

Q. And put under treatment?—A. No; not of late years.

Q. Any regular treatment?—A. No; simply kept in the home.

Q. How frequent have the examinations been?—A. This is the first one, I think, we have ever had; there have been sometimes examinations of a few in past years, but for several years I do not remember any.

Q. What are the duties of the doctor at the settlement?—A. To look after the ordinary sick; I mean by that those sick with fevers and acute attacks of everything, even those who became very low and helpless from leprosy. A good many call upon the doctor; some do not call upon him.

Q. Your statements on the face surprise me. I had an idea that they would, for a time at least, until it was absolutely known that they had developed leprosy, that there may be no doubt of it, I would have

thought they would keep a constant check on each person's physical condition.—A. Well, when we have here so far as I know—well, in fact, we know what the regulations have been at Kalihi. There are examinations; I believe they have to have three, and when they are examined and found to be lepers, that is final, and they come here finally and irrevocably, and we take them as such.

Q. How did it happen that at this time they had examinations?

A. I spoke of it, I think, here. They were taking examinations at Kalaupapa, and I thought we had some here who might stand an examination, too, and when the doctor went out I asked him to tell one of the brothers to tell the boys to come here who would like to be examined, and they examined eight of them.

Q. They probably saw from evidences that it was needless to examine the rest.—A. Yes; these eight were expecting to be examined and the others came to look on.

PETER RICHARDS (a doubtful leper) was here produced and examined as follows:

By Mr. EMMELUTH:

Q. What is your name?—A. Peter Richards.

Q. How old are you, Peter?—A. Fifteen years.

Q. Where were you born?—A. At Puaalu, Kolauloa.

Q. When did you come to the settlement?—A. Early last year.

Q. Who committed you? Who were the doctors that examined you when you were sent here?—A. Dr. Wood, Dr. Day, Dr. Howard, and Dr. Emerson. Those are the only doctors that I remember.

Q. You say you were examined at different times?—A. Yes; three times.

Q. Those same doctors examined you three times?—A. Yes, sir.

Q. How long was the second time after the first time?—A. About two months.

Q. You went home and stayed home?—A. No; I stayed at Honolulu at the time with friends.

Q. The second time you were examined and they let you go?—A. Yes; this time I didn't take medicine.

Q. You took medicine the first time?—A. No, sir.

Q. You were told to go the first time; stayed out two months and then examined and given medicine; and then you came to the third examination?—A. Two months more.

Q. And at the third examination they sent you here?—A. Then I stayed at Kalihi one year and three months; then they examined again and bring over here.

Q. And you have been here ever since?—A. Yes.

Q. And has the doctor seen you while you have been here?—A. They never look at me over here; only stay in the home here and the doctors never come to look us.

Q. How did you come to be examined to-day? Who came here to examine you?—A. The doctor.

Q. Dr. Russel?—A. Yes, sir; Dr. Oliver, too.

Q. And no one else has examined you from the time you came here until to-day?—A. No, sir.

Q. You have a brother here, have you?—A. No, sir.

Q. Have you been one of the boys taken out of the home here who went to Waikolu to work?—A. Yes, sir.

Q. Who asked you to go to Waikolu?—A. I been go outside and stay three or six months and then I come in the home again.

Q. How long ago was that?—A. Only last month I come in.

Q. When did you go out?—A. I go out in April last year.

Kawehe (a doubtful leper) was here produced and interrogated as follows:

By Mr. EMMELUTH:

Q. What is your name?—A. Kawehe.

Q. How old are you?—A. Thirteen years.

Q. Where were you born?—A. Hanapepe, Kauai.

Q. When were you examined the first time? You were examined for leprosy, were you? How did you come to leave Hanapepe?—A. I came to Honolulu with my parents.

Q. How did you come to be examined in Honolulu?—A. I was examined by the doctor on account of my feet being sore.

Q. Who was the doctor that examined you?—A. I don't know who it was.

Q. (Addressing the brothers of Kawehe.) Can't he tell us some of their names?

The WITNESS. One was a Spanish doctor. There are four doctors examined me. I was mistaken at Kalihi. I stopped at Kalihi three months and was not examined again.

Q. You are sure of that?—A. Yes.

Q. Do you remember what year that was in?—A. No.

CONTINUATION OF PRIVATE CONVERSATION WITH BROTHER DUTTON.

By Mr. EMMELUTH:

Q. I want to ask you, Brother Dutton, if there is any further statement you would like to make regarding this matter?—A. One or two little points. I heard Peter Richards say he went away from here in April. He went away in August. That causes me to think I must explain more clearly about these hands being taken out. They were enticed out, all of them, and perhaps some indirectly. It was the 27th of August, 1900. I didn't see Gillespo entice them away, but he started the ball and got the excitement up, and at the very same time it became known, so that all our people were apprised of it, that the local superintendent, who has been ready to sustain me before, was working against me and saying that I would not get any favors from him, etc.; saying that they would not return at all when they would want to go. They had at least taken work at Waikolu, and three or four went out expecting to get jobs, but were not taken because they were too young. That boy was one of them. One point occurred to me just now. Of course, we have been talking about the boys, but the home is not filled up with them. Few of our boys are advanced cases. We have had several blind. There are several blind now. At one time there were 11 blind ones, and when this rough weather came on a good many of the old commenced dropping off. There is nearly half of our cases here well-advanced old cases.

Q. Would you consider it desirable for us to condemn anything like an institution of the character usual to American customs for the leprosy patients?—A. You can not.

Q. Not as treatment of the character as insane asylums. There are a good many cases beyond treatment and others again susceptible of treatment, having wards for the various stages and keeping them under immediate supervision.—A. I don't think I can recommend anything better than we have here. All the bad cases are separated. The further house commences with the smallest boys, and the house next to myself is the sick house, the helpless cases, and the next about two-thirds helpless, and the others not so much.

Q. Do you believe that, like conditions being created for the uneasy element in the settlement to-day, with the moral discipline, that the general condition of the patients would be bettered in any degree?—

A. The moral conditions would be much better if they were put under the control we have here.

Q. Do you think such a system would be much more expensive than the methods in vogue?—A. I don't know that they would be much more. Well, the board of health reports will give you a good deal of information on that point. There has been the expense in the past years to figure out.

Q. In considering a step of that kind, what would you recommend regarding a building—buildings of concrete, or buildings of less substantial character?—A. I think the wooden buildings would be most desirable.

There is one point I would like to speak on. In speaking of the practicability of shaping that plan, I see where there would be one advantage for the home. I was explaining about the sort of ill-feeling about getting our supplies. At present we are not reduced to any ration. Those who carry on the home are supposed to know what is best for the inmates, and we get everything we use in bulk. It comes from the general supply here. If we depended on the community, afterwards they want to make a prodigal of us, inasmuch as every inmate is entitled to just what he gets, and the results will be identical. We would feel absolutely committed to say to that, so far as the home is concerned, that that is protected in whatever arrangement is made.

Q. I will correspond with you before we get to that stage and get from you further suggestions, by which we will make it obligatory that those entering the home shall be treated with all of the regulations of the home, and you may enter as one of your regulations that any supplies to which he is entitled shall go to the general fund, he to get the benefit through that fund, or whatever it may be. One thing I forgot: In your opinion, would it be desirable to bring water for irrigation purposes to cultivate taro, or other commodities that can be used at the settlement here at Kalawao?—A. I think it would make it unwholesome here. There is too much dampness here now, being huddled up near the pali so close, and we get more rain here than anywhere else in the settlement, as the clouds in the pali discharge here.

Q. The proposition would be not to attempt it in the immediate vicinity where they are living here, but above the point where the doctor lives?—A. Somewhere there it would be good. I think Dr. Russel asked about sheep. That would require a large paddock. If they had sheep they would take the grass from the other animals.

Brother VAN LIL was at this point brought forward and interrogated as follows:

Mr. EMMELUTH. Brother Van Lil, in connection with your work at the home what are your duties?

A. I am here as a general overseer.

Q. How long are you at the settlement?—A. I will be here six years on the 25th of next July.

Q. During your intercourse with the present officials what has been your experience?—A. My experience has been with the present officials entirely unpleasant with some of them.

Q. How long has Mr. Reynolds served? He has been superintendent for four years?—A. Somewhere about that.

Q. And Feary?—A. About three years.

Q. Since when has this unpleasantness made itself evident?—A. On the part of Reynolds, about two years ago.

Q. In what way did it develop?—A. It developed, as far as I can see, in the refusal of Mr. Dutton to O. K. bills that were for goods misrepresented; inferior goods; that were of inferior quality.

Q. In what quantity were those goods?—A. One was quite a large bill of lumber and the others small articles—dry goods; sometimes wearing apparel and hardware.

Q. And it started with that and has kept on?—A. Well, it got intensified during the political campaign by Feary, because Mr. Dutton would not have anything to do with politics. He said he didn't come here for politics; and after election—it was particularly after election—we were told that Feary had said Mr. Dutton could not expect any favor from him on account of his not joining the Republican party. My experience in connection with politics is that Feary has discharged several men working for the board of health because they would not promise to support the Republican ticket. I don't know the names; but he told me so personally.

Q. That he had discharged many of them for refusing party allegiance?—A. Yes, sir; and one man was discharged after election for voting the Democratic ticket. His name is Kanani.

Q. Is he about the premises now?—A. No; he has been examined.

Q. Have you any other statement to make?—A. Not that I know of. As far as the home is concerned, things are going along as well as we could expect, but they will go along better if we had the moral support of the representatives of the government.

Q. It is within a possibility there will be a change in the superintendent. Have you any thought in the matter that you would like to give expression to?—A. I think one of the best of our own men would be William Notley. He has been assistant superintendent under Hutchinson and he did fairly well. But one thing: I would put him under warning not to favor nominations of the Christian Association unduly.

Q. In other words, you would want him to remain neutral?—A. Yes; as regards any religious denomination. I have my religion and I want everybody to respect it, and I respect everybody else's religion. This morning as I was going along I led an old man to the Protestant Church, because he wanted to go there. I wish everyone to be free in religious matters and I will always insist on it as long as I am in the home.

There is another thing: Shortly before election four men were arrested

for gambling, and when brought before the superintendent—chief of police—and promised to vote the Republican ticket were not prosecuted and allowed to go. One of them is Makakoa. I heard this from James Prosser, a white man here.

PETER AKONA (an 8-year-old boy) was hereupon brought forward and interrogated as follows:

By Mr. EMMELUTH:

Q. Peter, how long have you been here?—A. I don't know.

Q. Do you remember the doctor who sent you here, Peter?—A. Hoffman.

Q. How many times did he look at you?—A. Only one time he looked at me.

Q. Only one doctor?—A. Plenty doctor; I don't know.

Q. And they sent you over here?—A. Yes, sir.

Q. And you have been here seven months?—A. Yes, sir.

Q. You have got a papa and a mamma?—A. My papa at Lahaina. My mamma in the Bishop Home.

Q. And your face is all that is the matter with you?—A. Yes.

Q. Was your papa sick?—A. No.

Q. Are you getting along all right, Peter?—A. Yes, sir.

Q. Do you like the home here?—A. No, sir.

Q. Would you sooner be with your mamma?—A. Yes, sir.

Transcript of testimony taken March 2 and 3, 1901, at Beretania Hall, Kalaupapa, Molokai, by a special committee of the first legislature of the Territory of Hawaii.

On behalf of the senate: Hon. D. Kalauokalani (chairman), Hon. George R. Carter, Hon. J. B. Kaohi, Hon. H. P. Baldwin, Hon. S. E. Kaiue.

On behalf of the house of representatives: Hon. F. W. Beckley (chairman), Hon. A. G. M. Robertson, Hon. J. Emmeluth, Hon. J. K. Pendergast, Hon. S. Kawaihoa, Hon. A. F. Gilfillan, Hon. R. Puuki, Hon. S. W. Wilcox.

Chairmen of Kalaupapa Board of Inquiry: Hon. D. Kalauokalani and Hon. F. W. Beckley.

Interpreters: W. J. Coelho and M. K. Nakuina.

Secretary and stenographer: J. D. Avery, stenographer of the house of representatives.

TESTIMONY TAKEN AT LEPER SETTLEMENT, KALAUPAPA, MOLOKAI.

Present: Senator Kalauokalani, Senator Carter, Senator Kaohi, Representative Emmeluth, Representative Hoogs.

MARCH 2, 1901.

Senator Carter suggested that Senator Kalauokalani act as chairman. At Mr. Emmeluth's suggestion, J. D. Avery was instructed to act as secretary as well as stenographer.

A prayer was offered by the Reverend Makiimoku.

The following preliminary questions were agreed upon to be asked each witness:

(a) Are you a leper or a kokua (helper)?

- (b) What is your age?
- (c) Sex?
- (d) How many years have you been a resident of the settlement?
- (e) Are you married or single?
- (f) If married, were you married before or after your arrival at the settlement?
- (g) How many children have been born to you in the settlement?
- (h) Have you any resources outside of the board of health appropriation?
- (i) What is your daily work?
- (j) What remuneration, if any, do you receive for it?

THOMAS K. NATHANIEL addressed the committee as follows:

I will take this opportunity to inform your committee who have come to investigate conditions here that we appointed a committee and through them our petition was presented to your honorable body, and we trust that you will listen to the supplications and prayers as presented by us and to the statements as made by a member of our committee, Mr. Makakoa.

Mr. MAKAKOA then addressed the committee as follows:

Honorable Senator Kalauokalani, who has been called by your beloved friends the Gladstone of Hawaii, and Hon. Mr. Beckley, our representative in the lower house, who also has been called Kalaipahu (a very rare wood), also the members of the house of representatives who have come here to call upon us, we extend to you the sentiments as expressed by our dear Lord in the saying, "It is love that I cherish, not offerings." You have come from the twelve islands composing this Territory; you have been selected by the people, and it is upon this basis and to you honorable members that we must look for help, and knowing that you are competent enough to carry the majority; then, if you carried the majority you were thereby authorized to act for it.

First, it is certain that many have desired but few have been selected to represent us from among you. Therefore, as we now make known our requests to you, we feel that you will do for us what is deemed best.

You have come as one body with one mind to hear our petition. Now we feel that you will take such action as is best and do such things as are good for us. We hope through you to have a thorough investigation made.

The first thing that we have mentioned in our petition is that the local management be taken away from the board of health and given over to us. We believe that in the management we can take care of the little difficulties that arise, because at the present time there are difficulties which are due to this form of government. There are two ways in which this can be described.

First. Those who are following the advice of those who are running the settlement receive first attention. Those who are not following them do not get any assistance at all. It is this disregard which is giving a great deal of dissatisfaction which has arisen in this settlement.

One such question is this:

In regard to the water supply, there are persons who are very weak.

They are not able to go for water, although the pipes are laid within twenty-five rods of their homes, but the management does not allow the pipes to reach these unfortunates.

Here is another very important matter; that is, the question of fuel. It has been required by the regulations to pay a dollar for fuel. This dollar is paid to the secretary of the settlement for half a cord of wood. This dollar is supposed to be passed up to their superiors. Instead of furnishing fuel within three months after the money was paid, there has been no fuel delivered. This fuel question would not be so hard were it not on account of the poor flour.

Mr. EMMELUTH. Who cuts the wood?

A. The lepers themselves at the rate of \$2 for a cord.

Senator CARTER. From where do they get it?

A. From Waialua.

Mr. EMMELUTH. Does a leper who asks for wood have to do the cutting?

A. Whoever desires fuel, he pays the secretary. This secretary of the settlement pays the man who cuts the wood. The wood belongs to the management of the settlement. The lepers do the work.

Mr. HOOGS. Name one or more persons who have been delayed more than three months.

Senator CARTER. Give specific instances; that is the best kind of evidence.

A. Judge J. P. Meau, Kamakaohi (k), J. W. Kalanui.

Senator KALAUOKALANI. Were they without wood for three to five months after they have paid for it?

A. Yes.

Mr. EMMELUTH. Who is the secretary at the present time?

A. There are others in the same boat; those mentioned are here now. The secretary is Pierce. He is a blind person. He is stone blind, and he can't read or write; he can't see.

Mr. EMMELUTH. Is he appointed by the board of health or by the settlement?

A. I don't know how he is appointed, whether by the board of health through the superintendent or by the superintendent himself.

Mr. EMMELUTH. Do you think that if local affairs were in your hands that you could help them better than this secretary does?

Mr. PENDERGAST. Does the board of health deliver the wood itself?

A. Yes; because they have a wagon and the necessary means to do it. by wagon?

Mr. EMMELUTH. Who runs the wagon for the board of health?

A. Charles Kahahili is luna for the bullock carts and laborers.

Q. What wages does he get?—A. Twenty-five dollars a month.

Mr. PENDERGAST. Is there always a supply of wood?

A. Sometimes there is plenty of wood; sometimes there is no wood. The trouble is, instead of getting the wood when required, they send wagons around with the wood, and we have to wait until the wagons are ready.

Mr. PENDERGAST. Is there a good road from here to the place where the wood is obtained?

A. Of course, the weather permitting, the road is good; in stormy weather the road is very bad.

Senator CARTER. How are they now?

A. All right

Mr. PENDERGAST How many loads can be obtained in a day?

A. Two loads can be brought down easy in a day.

Q. Has the board of health set any particular place—one where the wood could be piled?—A. This is at Kalawao.

Senator RUSSELL. How far is it from here to where the wood is piled?

A. Two miles.

Q. How many bullock carts in the service of the settlement?—A. Four bullock carts; there are other carts belonging to the homes.

Mr. EMMELUTH. (To the interpreter). Thank him for the information; tell that we want to proceed with the inquiry as we contemplate making it.

Senator CARTER. More formal.

Mr. EMMELUTH. We want you to state under oath, as promptly as possible, the answers to the following questions:

Witness sworn.

Senator CARTER. Ask him to make his complaint personal.

Examination by Mr. EMMELUTH:

Q. Are you a leper or a kokua?—A. Leper.

Q. Age?—A. Forty.

Q. Sex?—A. Male.

Q. How many years have you been a resident of the settlement?—A. This is the tenth year in this settlement.

Q. Are you married or single?—A. Married.

Q. Before or after arrival at the settlement?—A. My wife is living here with me.

Q. How many children born in the settlement?—A. Have three children, all out of the settlement; none born here.

Q. Any resources outside of the board of health?—A. No; I had means, but it was turned over to the children.

Q. Daily work?—A. Nothing steady. From time to time the captain of the police gives me cases to prosecute; that is, whenever he feels like it.

Q. What remuneration, if any, do you receive?—A. He turns over his monthly wages—\$25. The captain turns this over to me only when he feels like giving me a job. Sometimes I do, and sometimes I do not.

Mr. EMMELUTH. What, if any, personal complaint have you against the agent of the board of health?

A. Nothing personal; nothing outside of what we have already petitioned for. They have delayed matters for a long time.

Senator CARTER. Have you, yourself, suffered from any delay?

Senator KALAUOKALANI. Have you anything else that you require us to hear?

A. I have only one trouble. If we always got our wood in a month's time, it would be all right; we have to wait. I think we have good reason to complain, for we are not getting good flour; it is hard. We get poor salmon, as spotted-tails; not fit to eat.

Mr. EMMELUTH. Have you got any now?

A. Yes.

Senator CARTER. How about the beef?

Mr. EMMELUTH. Is it fresh or tinned?

Senator KAOHI. What is the matter with the flour?

A. It would not be so bad if it was good Golden Gate flour. It

could be cooked in two or three hours. It takes from eight to twelve hours to cook this "White Rose" flour. There would be no trouble if it were not for the wood. It takes so much wood.

Mr. Hoogs. If White Rose were put in Golden Gate bags, it would be good, wouldn't it?

A. I think one can detect the difference by the length of time required to cook it.

Senator KAORI. That flour that is not good, do you get it always?

A. Yes; we always get it every month.

Senator CARTER. What is the trouble with the beef? Is it fresh beef, canned beef, or salt beef?

A. Fresh.

Q. Is the trouble with other than the beef is poorly handled?—A. It is poor quality.

Q. Is it found bruised, or is it badly handled afterwards?—A. It is the handling. Bruised cattle that are landed here are destroyed; they are not used for food.

Mr. EMMELUTH. Tell him that the Government has a hard time to get good fresh beef. How is the tinned corned beef that has been sent up, as between the fresh beef and the corned beef?

A. We would prefer to use the fresh meat, as the corned meat is poor. It spoils as soon as we open it, and as we are not provided with salt and pepper, and onions, etc., and oil, it is very hard to change the smell. There is an odor to the can sometimes which is disgusting.

Senator KALAUOKALANI. How about the canned salmon?

A. They are far better than the canned beef.

Q. How about the kalo (taro) and pai'ai (cooked taro)?—A. It is obtained over in Waikolu. We would prefer to use the pai'ai. Now about taro; we have to go over there ourselves and pull the taro. We are allowed 30 pounds each of taro. After pulling off the leaves, leaves about 21 pounds. Also, there is trouble in pulling the taro. Many are without hands, and they try to get taro.

Senator CARTER. Is it free for all?

A. It is not free for all; it is subject to the order of the superintendent. When the taro is ripe the superintendent issues an order to go up and pull it.

Q. Is there enough taro to supply each one that amount, growing up there?—A. Not enough.

Q. Who raises that taro?—A. Some is raised by the lepers; some the board of health raise also.

Mr. EMMELUTH. What are the regulations about planting taro by the board of health? Where does the board of health plant taro? Are the planters separate?

A. Formerly the planting of taro was given to the lepers by the provision of rule 15 of the regulations promulgated by the board of health upon the sanction of the cabinet in 1893.

Q. What land does the board of health plant—who plants it for them?—A. The patches of the board of health are planted entirely by the lepers.

Senator CARTER. Under that provision?

A. The board of health lands belong to the board of health.

Mr. EMMELUTH. Does the land cultivated by the lepers belong to the board of health?

A. We do not own the land. We, of course, plant taro for the board of health.

Q. Why is it they make a division with the board of health, and the board of health claim any share in the taro? What share does the board of health claim?—A. Regardless of this provision, the agent of the board of health is allowed to claim our taro. It is on account of this that we claim that it is not right.

Senator CARTER. How much does he claim?

Mr. EMMELUTH. What proportion do you get?

A. The board of health gets one-fourth, the planter gets three-fourths.

Q. Does the board of health pay those kokuas and those lepers that are planting? Don't they assist them in any way for that work?—A. There is no pay; the only remuneration that comes is the produce—three-fourths.

Mr. PENDERGAST. Whenever a man is planting taro on lands up there are they paid?

A. They are paid.

Q. This is in reference to the patches owned by the board of health?—A. Yes.

Mr. EMMELUTH. How much?

A. Fifty cents a working day.

Q. Is that not the reason why the Government have kept a part of the price? Is not the quarter retained as payment of that 50 cents a day? It is within the member's knowledge that people in Honolulu would plant taro and get it ready to pull and divide half and half with the owner of the land. The Government divides one-fourth and three-fourths, paying 50 cents a day for the labor. Don't you think that it is a liberal arrangement?—A. The board of health pay nothing for the additional one-fourth.

Q. The first arrangement in 1893 was that the planters should plant taro without cost to the Government?—A. Yes.

Q. Is it not the truth that kokuas and laborers would not go to Wai-kolu and plant taro until after this arrangement was agreed to; that is, until the Government would pay them 50 cents a day?—A. It was only during the last two years these new arrangements have been made. Prior to that the lepers had been in the habit of going there and planting taro. Since then a new arrangement has gone into effect.

Mr. PENDERGAST. Is the land cultivated by them land which they claim or land which the board of health furnishes them?

A. There were two or three kokuas to the lepers, the rest to the board of health.

Q. Is it not on the board of health's land that this 50 cents a day is paid?—A. Yes.

Senator CARTER. Is not here two or three owning land? When they are paid 50 cents a day, they cultivate for the board of health? When they cultivate for themselves there is no pay?—A. Yes.

Q. The first are paid 50 cents a day?—A. Yes.

Mr. EMMELUTH. What becomes of the fourth interest that the board of health takes? Do they sell it to the lepers or give it to them?

A. It is taken in this way: When they pull the taro out they are given an allowance of 57½ cents.

Mr. PENDERGAST. Weight for pai'ai?

A. Yes; it is worth 57½ cents.

Senator CARTER. How much is the allowance?

A. Bring down in raw taro 35 pounds; this is 57½ cents; the board of health takes one-fourth, and they get the remainder.

Q. The board of health takes all the taro and pays for it?—A. Yes, we are paid in money.

Mr. EMMELUTH. What does the board of health do with all the taro?

A. They give it to us.

Q. Under the new conditions we are contemplating giving over to the people of the leper settlement all the land. What arrangements would they make if they had it?—A. What we want is this: We want men to plant taro; to make the taro into pai'ai. Let them come themselves, pull and pound and cook into pai'ai. We would get it in that way. We remember the speech of the Hon. Senator Kalauokalani, "Little is the sea of the Arctic," that was in regard to the pai'ai. It is too small.

Q. Is it sufficient that they get 21 pounds of poi (the principal food of the Hawaiians)?—A. No; it is not enough.

Q. If we give the settlement to these people, could they manage it so that these people that plant over there would give them 25 pounds of pai'ai?—A. Yes; we could do that.

Mr. PENDERGAST. If the management were to be placed in their hands, would you make such rules as would protect things in the way you now desire?

Senator CARTER. What are the terms in the settlement between the producers of pai'ai and the nonproducers of pai'ai?

Mr. EMMELUTH. If the settlement were self-governing, would you seek to establish an equality?

Senator CARTER. Would you protect those who are unable to plant?

A. It is still in vogue. We would take care of those who can not take care of themselves.

Mr. EMMELUTH. For each 150 residents at the settlement you would have one representative on a board of control as far as the local management of the settlement went, and they would have charge of the matters; they would make such regulations as would make it in the power of the well to take care of the people unable to work.

A. It can be done. Of course such a thing could not be carried out by such minds as are hollow, but it takes a mind which is broad like mine.

Mr. HAAHEO. When you say that a part of your product is claimed to be a share of the board of health, is that old rule still in vogue?

A. It is still in vogue.

Mr. EMMELUTH. Can a rule be in vogue when in practice on both sides it has been broken?

A. We believe the rule is still in vogue. We are brought up under these rules for violating them. Senator Kalauokalani will remember instances where people have been tried here when he was a judge. They were tried under the rules.

Mr. PENDERGAST. When rules are printed, new regulations issued, are the settlers here supplied with the regulations?

A. Yes.

Q. If that is the case, there has been no new regulations since the issuance of the present regulations.—A. No new regulations have ever been issued.

Q. Now, in regard to the persons who are unable to go to Waikoloa

for taro, who goes for them?—A. If he happens to be a man of any means, if he has got any money, he goes and buys flour and rice; but he can't stand that, as his eyes will be bulging out.

Q. Would it not be best to send wagons up to bring the taro down?—A. That would be the best thing.

Senator CARTER. Can you get wagons up there?

A. Only as far as Kalawao. This is the reason why we wanted the committee of the legislature to come here. We want the kokuas to help pull our taro.

Mr. PENDERGAST. We want to help you all we can.

Senator CARTER. If you can't get taro you can then buy rice, etc., if you have any money?

A. We don't purchase it; it is an allowance. If we don't take taro we can get flour and rice and cook it ourselves.

Q. Both the taro and the flour are given to you?—A. Yes.

Senator KALAUOKALANI. What is the allowance of flour or rice?

A. Twelve pounds of flour.

Q. Is that sufficient for a whole week?—A. I believe that it is sufficient; we have no reason to complain; all we want is to get good flour and not poor stuff.

Q. Is this 12 pounds of flour equal to 21 pounds of pai'ai?—A. We prefer the pai'ai to the flour.

Q. How much rice?—A. Nine pounds a week. This is not sufficient. If we received 12 pounds it would be all right.

Q. What is the meat allowance a week?—A. Seven pounds. This includes flesh and bones. There is some very large bones found in the knee. It takes away 4 pounds for bones and leaves 3 pounds for meat.

Q. What is the desire of the lepers in regard to the allowance of meat?—A. It is not sufficient for them. If it were 10 pounds it would be enough.

Q. About the flour, how much flour would you prefer to have?—A. Twelve pounds is all right as long as it is good quality. Rather have 12 pounds of rice.

Q. Have the children any less?—A. Yes; all the children born of leprous parents only have half a ration.

Mr. EMMELUTH. Other children have full rations?

A. Yes. There are quite a number of children who have been running ten years on a half ration. They get 7 pounds of meat. Children get 3½ pounds. The result is as quick as their own ration is gone (finished) they come and double up with their mother. Before the next provision day comes around there is nothing left.

Senator KALAUOKALANI. Are all you people here unanimous in regard to the increase of the poi ration to 25 pounds?

(Beretania Hall, where this inquiry was being held, accommodates something over 200 people comfortably, and it was filled to the doors.)

A. Yes (by the entire assemblage).

Q. Are you unanimous in regard to 12 pounds of good flour?—

A. Yes (by the entire assemblage).

Q. Are you unanimous in the demand for 10 pounds of beef?—

A. Yes (by the entire assemblage).

Q. Are you unanimous for having 10 pounds of rice?—A. Yes (by the entire assemblage).

Q. How about crackers?—A. We get 8½ pounds of hard sailor bread. It should be 12.

Q. How about sugar?—A. We get 1 pound a week. At the present time we get 1 pound of sugar, or we can get poi and sugar. We want poi and sugar, too.

(To the general audience):

Q. What the committee believe is that it would be safe to give you 1 package of tea and 2 pounds of sugar every week.

(Several answering): That is all right.

Mr. EMMELUTH. Would you think it should be 10 pounds a week if they gave you good beef?

Mr. PENDERGAST. As we have come here to listen to your complaint we wish you to confer among yourselves. Get ready your answer and have a mass meeting.

Senator KAOHI. I believe that if you have selected a committee that this committee can express your views in your hearing. If all the things are true, it is only for you to verify them. That would simplify matters. As was stated, we have come here to listen to you. You can listen to the views of your committeemen, and if they express your views and express your wishes here it will save time.

ROBERT KAAOAO, called and sworn.

In addressing this committee (of the legislature) I am representing a committee of residents and voters, of which Makakoa is one, and of which nearly all are present.

Senator KALAUOKALANI. In regard to the cloth ration mentioned in your petition—item No. 5?

A. We would rather have cash than the cloth. If not, then half cash and half cloth; but we don't like that. There is some stuff in the store that is old and moldy. If we had the cash we could do better and get good material. Another thing is the price of goods. It seems this store is kept for a purpose which you know; I don't want to mention it. Very high prices are charged here. We would rather send a little money to friends for good goods.

Mr. EMMELUTH. You are under oath. We want to know all about that store over there, and anything else in connection with it.

A. It is this: A suit of clothes is priced at \$8. Our cloth allowance for six months is \$5. We can't buy a whole suit for \$5. When we want to take only a portion, the pants and then the coat, that is not permitted. We are forced to do without this cloth.

Q. As to the prices of other things, what are they selling for at the store?—A. Canned salmon is 15 cents. In Honolulu we can buy it two for a quarter.

(Mr. Wilmington, the storekeeper, interrupts, and is told that he will be given an opportunity to be heard later.)

Mr. PENDERGAST. Why do you ask that the board of health should bury the dead—item 10 of your petition?

A. In regard to this question, would answer this: We are charged in two ways—first, when a leper dies, if it is known that he is possessed of any valuables—such as a horse or other things, which he may have given to some one else—the superintendent of the board of health requires this friend who has received these goods or valuables to pay the expenses of his burial; second, if it is known that he belongs to one of the benevolent societies, of which there are two formed for the purpose of saving and for taking care of graves, the society is compelled to pay the expenses of the burial. We believe

that being here under the care of the board of health, they should pay for digging these graves.

Senator CARTER. Does the board of health pay for these things now?

A. At present if a man has means or any friends, or helpers, the helper who knows of his death comes to the superintendent, and it costs \$2 for every grave.

Q. Who pays the \$2 if they have no money?—A. The board of health.

Mr. PENDERGAST. Does the board of health supply coffins?

A. The board of health always have coffins.

Q. How many cemeteries here?—A. Two—one at Kalaupapa and one at Kalawao.

Q. Are these cemeteries under the management of the board of health as well as these societies?—A. At all these graveyards you will notice that those graves without a fence are those taken care of by the board of health. Those inclosed with a fence are under the care of the societies. We join them for that special purpose. We do that to keep the cattle from walking over them.

Senator KALAUOKALANI. Can you show us some persons who have been brought here as lepers who are not?

A. Yes.

Q. Give us their names.—A. One, J. Kanani (k), male; 2, J. H. Imihia (k); 3, J. K. Waiamau (k); 4, Charles Travis (k); 5, Kapahu (k); 6, Silas Carter (k); 7, Ane Makanoë (w), female; 8, Ane Gaiser (w); 9, William Kaka (k); 10, Mooni (w).

Q. Let us have the names of all those who have children, born of leprous parents, who are not lepers.

Senator CARTER. Let your committee of fifteen give us the names and send them in to us.

A. Kapiiho.

Q. In regard to item 2 of your petition. Do the people here have to pay any freight?—A. The freight is not paid by the lepers here, but it is paid by their relatives. They have to pay double fare; no captain will take any freight from here.

Q. Do you have to pay any freight on the stuff you bring when you first come over here?—A. The board of health pays that. The reason we make this request is that people residing in Honolulu who have anything to send go and get a permit from the board of health and the board pays for the expense, but if they live over to the other islands they have no one to go and do that for them. They have to pay freight to Honolulu and then freight from Honolulu back here. The board has nothing to do with it.

Q. You want to make everybody "like a like" (on the same footing)?—A. Yes.

Mr. PENDERGAST. In paying this freight from Honolulu to Molikai, can not anyone go to the board of health and get a permit issued to them?

A. Yes.

Senator CARTER. In regard to item 3 of your petition—"that the board of health paint and whitewash all of the buildings occupied by the lepers"—I should think that it would pay to paint them for the preservation of the buildings.

A. The board of health pays for the painting of the buildings occupied by the board of health, such as the store, but all those buildings

occupied by the lepers have to be painted and whitewashed by the lepers.

Q. Do they give you the whitewash or paint?—A. It is true the board of health supplies us with material, but there are persons who are unable to use their hands; there are some who have no hands. They are obliged to pay 50 cents per day to the persons who do the work. As the board of health owns these buildings, and the board of health that brought us here, it seems to me that the board of health should do all that.

Q. In regard to item 4 of your petition—"that the children born of leprous women be given full food and fish allowance, as well as wearing supplies, not to exceed the value of \$10 a year." The children born here of leprous women get only half a ration?—A. Yes.

Q. In regard to item 7, "That the letters of the lepers be mailed free of postage." Do you not know that this is a matter for the United States Government and that we can not do anything with that?—A. It is just for this reason that we ask that the cloth allowance be made in money. We require postage stamps and we have no money to buy them with.

Q. Request is not that you be given Government envelopes that do not require stamps upon them?—A. We want to send our mail without stamps, as before. However, we know this is a Federal matter, and we leave it to you to find the best way out of it.

Q. In reference to item 9 of your petition, "That the importation of awa into the settlement be permitted, but not to exceed two stumps at one sending." Would that be given only to those who had become addicted to the habit, or to those who have not the habit?—A. The reason why we ask is this: Here in the settlement are lepers selling awa. Persons addicted to the awa habit do not disturb the peace of the community, but they sell it at a high price. The man who formerly had the awa license for the island of Molokai used to send us four stumps for a dollar, which would last for four full days. That will give us four nights of joy. Now we can only get one cupful.

Q. Who is raising it?—A. A leper.

Mr. PENDERGAST. Is awa to the awa drinker what tobacco is to the tobacco user?

A. Yes.

Senator CARTER. Oh, yes; I can appreciate that.

Mr. EMMELUTH. How much is used here?

A. There are quite a number of people here who have the drinking habit before they come here, and the habit still remains after they get here.

Q. Would the habit not be much increased if you got it from Honolulu?—A. It is not intended to bring this awa out in large quantities for lepers to make money on. If a little is sent that is enough.

Q. How much ground is given over to cultivation of awa now?—A. Three or 4 acres, perhaps. This awa has a good effect on a person who takes a cup of it, as awa does not make a tendency to fight, does not arouse one's fighting qualities, whereas the "swipes" which is drunk here usually raises trouble, often between husband and wife. When a man is drunk with awa he simply wants to go to sleep.

Senator KALAUOKALANI. Then you are in favor of the importation of more awa?

A. Yes.

Mr. EMMELUTH. If we give you government of your own, could you control the manufacture of swipes, or stop it?

A. It can be done. If they elect me for judge or sheriff I will attend to it.

Senator CARTER. In regard to item 11 of your petition, "That an appropriation be made for the erection of a home for the sons of lepers." Do you want this home built here or elsewhere?

A. Elsewhere, so that the children can get a proper education.

Mr. EMMELUTH. Ask the people who have children here if that is their manao (wish).

A. Yes (by the entire assemblage).

Senator KALAUOKALANI. It is your desire to have a home for clean children. Are you unanimous?

A. Ae (yes) (by the entire assemblage).

Senator CARTER. In regard to item 14 of your petition, "That a law be enacted providing for the examination of clean lepers biennially." Have the clean lepers here ever been examined?

A. That is what I have seen for years. As soon as the board of health arrives they get onto horses and they ride around and visit the homes. I think there have been no examinations made.

Mr. PENDERGAST. Was the board of health or only a few members that were simply sent up here by the board of health to visit? How about the committee from the legislature which was sent here?

A. If the board of health came with the members of the committee and called here the examination was made, but it was not full, only slight.

Senator CARTER. Are there any lepers here who might have become well?

A. They have been here ten years now and are well. They have been examined, but the result I do not know.

Q. There have been examinations, then, from time to time?—A. Very seldom that has been done.

Senator KALAUOKALANI. Are those patients who have been treated by Dr. Goto alive?

A. They are still alive and well.

Senator CARTER. In regard to item 25 of your petition, "That lepers who have no horses be allowed to import one horse each from anywhere outside." If every leper got a horse here, would there be enough pasture for them?

A. I believe there would be sufficient fodder.

Mr. EMMELUTH. In report I see that there are over a thousand animals here now, and only 900 patients and kokuas. In this case, who do the animals belong to?

A. There are a thousand animals, but that includes horses, cattle, and jacks.

Q. We hope to give you self-government possibly by the 1st of July; after that you can arrange all those matters between yourselves. A man who had animals would probably have to pay something for the animals' pasture.

Mr. PENDERGAST. In regard to the oil question, item 23 of your petition, "That each leper be supplied with 1 quart of oil once a month."

A. Why we ask for oil is because at the present time in a cottage of two rooms there may be four patients in one room and one in the

other. The four get only 1 quart, and the person in the one room gets the same amount. We believe the allotment should be 1 quart a month to each patient, regardless of the number of people in a room, the same as every patient gets one bar of soap.

Mr. PENDERGAST. Is not one lamp sufficient for one room? In a room, no matter how many persons there may be, one lamp should give sufficient light for the room. Would it not be fair to increase the light supply for each room instead of for each patient?

A. That is better; that is all right.

Senator KALAUOKALANI. Then you think you are going to get all these privileges that you are asking for now when you get the right of local government after July 1?

A. Yes.

T. K. NATHANIEL called and sworn:

Mr. EMMELUTH. From your own personal knowledge, what is there in the actions or work of the agent of the board of health that you consider is not sanctioned by law?

A. I desire an interpreter so that all can hear. I can speak English, but I want all the people here to understand. From my own personal knowledge, and my connection here, I have not known of any violation of law concerning this settlement by the agent, but have known of him striving to straighten out things when he was here during the week, and on his return of having striven to remedy the difficulties.

Senator KALAUOKALANI. Is this generally true?

A. Yes (by the crowd).

Mr. Emmeluth examined witness according to the preliminary questions, as follows:

Q. Are you a leper or kokua?—A. Leper.

Q. Age?—A. Forty-three.

Q. Sex?—A. Male.

Q. How many years a resident of the settlement?—A. Seven years. I have been in segregation.

Q. Are you married or single?—A. Married and settled down.

Q. Were you married before or after your arrival at the settlement?—A. Married my present wife in the settlement; she is also leper.

Q. How many children born here?—A. We have no children.

Q. Have you any resources outside of the board of health?—A. No funds to draw from.

Q. What is your daily work?—A. School-teacher here.

Q. What remuneration do you receive?—A. Twenty dollars a month.

Mr. EMMELUTH. Where do you get your pay, from the board of education or the board of health?

A. From the board of education.

Q. Have you ever had to pass the examination by the board of education?—A. No.

Q. How many children are you teaching?—A. Fifty-one.

Q. Are these children lepers or both clean and otherwise that come here to school?—A. Yes.

Q. Are there also a number of children brought here from the outside as lepers?—A. Yes.

Q. Is there more than one school in the settlement here?—A. No.

Q. How many hours do you teach a day?—A. From nine to twelve.

Q. How many children in the settlement who are of school age and do not attend school?—A. Very few.

Q. At what age do the children drop out from school? Do they stop at 15?—A. Yes; but if they prefer to stay along they are quite welcome.

Q. What effort is being made to teach these children some work by which they can earn a living?—A. The only things they learn here is reading and writing and a little calculating.

Q. Is the school conducted in English or in Hawaiian?—A. In English.

Q. Do you think you could introduce mechanical training, beginning first in a small way?—A. Yes.

Q. If you had one or two sets of carpenters' tools, of a character suitable for training boys, could you teach them simple lessons evenings?—A. Yes; I think so.

Q. So far as you know, what would it add to the expense for such a system in the settlement? Would you need more school room?—A. I believe additional room should be made to the school building, in carrying out suggestions which you deem advisable.

Q. How long have you been teaching?—A. About three years.

Senator KALAUOKALANI. Is there an assistant superintendent and an agent?

A. Yes; there is.

Q. Have you anything to say in regard to his method of conducting his affairs here?—A. I think there is nothing for me to say as to his method of conducting business here, only we would deem it well to cancel this arrangement. We think we would do better to manage our own affairs. As it is when there is any trouble, there is only an assistant here, and when he returns the assistant reports to him and he refers it to the board of health, and we never get any satisfaction. There is another matter in regard to the matter of pipes. These pipes are purchased by the lepers themselves. If any one is dead, the assistant would lay claim to the pipes. But we made complaint about this. Now, it is left alone. We claim that as the pipes are put in by the lepers they are not the property of the board of health.

Mr. EMMELUTH. Where is the school located?

A. In Kalaupapa.

Q. How do they get over from Kalawao?—A. Walk down.

Q. Of the 50 children, how many come from Kalawao?—A. About 20, or more.

Senator KALAUOKALANI. Have you anything more to say?

A. You can ask questions.

Senator KAOHI. In regard to pilikia (trouble) about flour and rice?—

A. All that has been stated is true.

Mr. PENDERGAST. Has any legislative candidate come here to lecture?—A. David Kakaulelio was the only one.

Q. You know which side he represented?—A. The Republican.

Q. It was here he held a meeting and nobody came?—A. There was also a meeting down at the wharf of candidates of the legislature who came in a body.

Senator KALAUOKALANI. When was it, the date?

A. It was before or during October.

Q. Was he here during election day?—A. It was the day of election no, it was the day before. It was when Prince David was here.

Senator CARTER. Do I understand the Republican candidates were allowed to come and the Democratic candidates were allowed to come but the Independents were not?

A. We do not know about the granting of such a permit. Only one person was permitted here. David Kahaulelio was the only person here. The others spoke from the wharf.

Q. Was there any petition gotten up here to have candidates come which was ignored by the board of health?—A. I do not know of my own knowledge; I heard the Home Rulers had made application and were refused.

Mr. EMMELUTH. When this hall was gotten for political purposes was any rent paid for it?

A. I don't think there was any rent charged by the trustees of this hall, as it is for public affairs and for anything the people want; they make application to the board of trustees and they grant it.

Q. Who are the trustees?—A. L. Way, J. Waia mau, H. Dragne, D. Pierce.

Q. How are these trustees elected?—A. I don't know. Perhaps by the board of health. I don't know.

Senator CARTER. Aside from the things mentioned in this petition have you any complaints to make yourself? Have you had any discussion of these complaints and the advisability of the same?

A. We have not discussed that matter, because in everything of this nature there was much expression made that we should leave it to the Territorial legislature, as we are wards of the government.

Q. If you are given local government, would you be willing to evolve the details?—A. We have had no discussion of the question but I think we would be willing to.

The committee to take testimony here adjourned until 12.30 of the same day, to meet in the same place.

AFTERNOON SESSION.

Present: Senator Kalauokalani, chairman, and Senators Carter and Kaohi.

R. M. KAAOAO, chairman of the committee of fifteen, was called and sworn.

Preliminary examination by Senator CARTER:

Q. Are you a leper or kokua?—A. Leper.

Q. Age?—A. Thirty-six.

Q. Sex?—A. Male.

Q. How many years have you been a resident of the settlement?—A. I have remained five years in the settlement.

A. Are you married or single?—A. Single.

Q. How many children born here?—A. I had children, but they are dead; they were not born here.

Q. Have you any resources outside of the board of health appropriation?—A. None.

Q. What is your daily work?—A. I do a little farming when the occasion arises or anything I can.

Q. (Not asked.)

Senator CARTER. Are you able to earn any money at all?

A. No.

Q. Have you heard the questions put to the other witnesses this morning?—A. Yes.

Q. Were the answers correct?—A. Yes.

Q. In regard to one you wanted to make some correction. Do you remember what it was?—A. Yes; I remember. With reference to a petition, it has been stated that one was written here and sent out for a permit to allow a representative candidate to come here.

Q. Was it sent to the board of health and by them ignored?—A. Yes.

Q. Do you know whether there was any request for Republican speakers by the people here?—A. No; I do not know of it.

Q. What proportion of the people here are able to do manual labor? Out of a hundred are there ten or fifty?—A. I believe there are about ten to twenty in every hundred.

Q. If the plans are able to be carried out giving local option entirely here, do you believe that those who are sick can be taken care of by those who are well?—A. It is my belief that this is possible.

Q. What do you think of the question of more horses here, of every leper having his horse? Is there sufficient pasturage for them in summer?—A. It is my firm belief that there is sufficient pasturage here.

Q. In regard to the list given this morning. One of the statements was that they had been examined, but he did not know the results. Do you know? During the four years you have been here, how many opportunities has there been to be examined?—A. It is my recollection only once that examinations have been made.

Q. At that time, will you describe what was done? Was there only one doctor or several doctors?—A. There were four or five doctors. A number of people were examined at that time by these four or five physicians. I think there were about ten, but there were only four who were pronounced clean.

Q. Were they released?—A. They are still here.

Q. After they were pronounced clean by the physicians?—A. That is my information.

Mr. PENDERGAST. At the same time these people have been pronounced by physicians diseased. That was the reason they were sent here.

Mr. HAAHEO. I understand that after the examination by the physicians they were not released at all?

A. They are still here.

Senator CARTER. Can you give the names of these four?

A. J. K. Waiamau (k.), J. H. Imihia (k.), Kapahu (k.), McMillan (w.), Kanani (k.).

Senator RUSSELL. Are they here in the settlement?

A. Waiamau is; also Ane Gaiser (w.) belongs to this list.

Q. Are there any others who claim to be nonlepers?—A. Yes.

Senator RUSSELL. If they will come here to-morrow at 8 o'clock, I will look at them all who claim to be nonlepers.

Mr. PENDERGAST. In regard to these men who are not lepers and have been so pronounced by the examining physician, are they remaining here of their own volition or are they detained here by the board of health?

A. They are remaining by detention of the board of health.

Senator CARTER. Is there anything further you want to offer yourself?

A. Yes.

Q. Go on.—A. Another very important thing which has been overlooked and is necessary to be attended to is the matter of the Pali road (mountain trail), which the storm has nearly washed out.

Senator CARTER. What is the use of that road?—A. The mail is carried over that way from here to the other side and from the other side to here.

Q. Since the mail has been under the Federal department has it been better service or poorer than before?—A. Well, it seems to me that the majority here are more pleased under the present system. In former days we had our money-order office at Kaunakakai. At the present time we have it right here. We don't have to wait now to get our money.

Q. How often does the mail arrive here now that does not come over the Pali?—A. Very seldom. Letters are being carried over the Pali once a week, and the same way going back.

Q. Now the Pali road is out, what is the inconvenience you are put to? How often does a steamer come?—A. This (the steamer that brought the legislative committee) is the first time mail has been brought here for three weeks by vessel. In former days, only when the superintendent came or went did a steamer stop. Then everything had to come over the Pali.

Q. How often do supplies come here?—A. A regular boat comes here.

Q. Is there anything else besides the Pali road that you would like? Would you like to have the legislature go over to the Pali and investigate?—A. Yes.

Q. Anything else you can suggest?—A. At the present time it is very disagreeable to carry mail by the Pali on account of the bad way. It requires two or three persons in some places to pass this mail. It has to be passed from one to another, as it is impossible for the man carrying the sack to get along the trail and carry the sack too.

Q. Are you a Catholic?—A. No.

Q. What do you think of the work done here by the Sisters; do you approve of it or not?—A. I don't think I quite approve of it.

Q. I would like you to state plainly what you base your reasons on.—A. The objection I have is this: Very often some friend of those who are in the home want to see them and ask to be permitted to call upon them, and refusals have been often made, and when anyone dies the friends who are out here wish to see them, but the Sisters object to the friends of persons who are deceased viewing the remains.

Q. How about the work over in the settlement, where the Fathers are; is it different?—A. It is different than what is done here in the home for women, because over there friends are permitted together, but in the women's home friends are not permitted to see the bodies.

Q. Do you think any person in the Bishop Home are kept there against their will?—A. No. If the women want to stay out of there they can come away.

Senator KALAUOKALANI. Is there a superintendent here?

A. Yes.

Q. Does this superintendent employ laborers here?—A. Yes.

Q. How many?—A. I do not know.

Q. Do you know whether any account is being kept of receipts and expenditures here in the settlement?—A. I believe there is an account kept.

Q. Is there an office?—A. Yes; there are books kept. We have a system or method of keeping these accounts. There is a general account of those employed in grubbing lantana. There are three men to a luna (overseer), and sometimes one luna to two men.

Q. What wages do these lunas receive?—A. The usual wages for a luna are 75 cents to \$1 a day.

Senator CARTER. And 50 cents for the ordinary man?

A. Yes.

Q. Do the lunas who work for 75 cents work at all or stand around and boss?—A. No. They do not work themselves.

Senator KALAUOKALANI. How many lunas under the superintendent here?

A. I do not know how many lunas are employed here, but there are lunas; maybe below ten or above ten.

Mr. PENDERGAST. Do you think one luna sufficient for two men?

A. According to my own observation it is right to have lunas, but they do not need one luna for two men; if it were five or six men it would be reasonable.

Q. Do the gangs of two or three men work together or are they separate?—A. Separate; they all work separate.

Mr. PENDERGAST. Is it possible for one luna to see the work of men who are working here and those who are quite far away?

A. That can be done, but the way the things are run by the assistant superintendent we have several lunas. That is where the extra expense comes in.

Senator KALAUOKALANI. How many stores are there?

A. One main store here and a branch store in Kalawao. Three coffee shops—two here and one in Kalawao. The coffee shops belong to the lepers themselves. The store is owned by the board of health. These coffee shops are not licensed.

Q. Why is it that other people have not been allowed to open coffee shops here?—A. It is due to the board of health that there should be only these coffee shops. The board of health thought that that was sufficient for the wants of the settlement.

Q. Are these coffee shops limited by regulation of the board of health?—A. There is no regular rule, but the rule seems to be that it was resolved by the board of health to carry this out. And that is what I call a rule.

Senator BALDWIN. Who owns the coffee shops?—A. Willie Bruns and Ahlo & Co.; the one at Kalawao is owned by Robert Holt.

Senator CARTER. Are the charges in the coffee shops reasonable?—A. Ten cents a cup.

Q. Do you get bread with the coffee for 10 cents?—A. Yes.

Q. How about the stores of the board of health in reference to the prices?—A. I think the prices are rather stiff.

Q. Have you in mind any one article?—A. About two months ago I went to purchase Irish potatoes. I was informed they were selling for 5 cents a pound, so I did not take any.

Q. How about cloth?—A. If you ask about cloth, I will say that it is high priced.

Mr. HAAHEO. How about tea? What is the price?—A. The usual price is 5 cents a package; sometimes it goes up to 10 cents.

Senator CARTER. What is the weight for 10 cents?—A. I don't know.

Mr. HAAHEO. Is a package sold for 5 cents reasonable?—A. That is the cheapest price—at the price it is selling at—5 cents a package.

Senator KAIUE. These statements you have made, have you sworn to them?—A. Yes.

Q. Did you state before this committee about all that you know concerning the petition which the committee you were chairman of presented to the legislature?—A. I answered as I was requested by the committee in the examination.

Senator RUSSELL. What do you know about the people that plant taro? Under what conditions have they planted this taro, and under what conditions are they now planting it?—A. These people who are working planting taro have petitioned to have it for themselves when they get it. This is the way they prefer to plant taro.

Q. What becomes of this taro? What do they do with the taro when grown?—A. I don't know exactly what allowance of taro. I think it is 35 pounds. That is the allowance of taro. The board of health takes this taro and gives the lepers their allowance from the taro.

Q. Under what conditions do you get the board of health land upon which you plant the taro, and under what conditions do the board of health pay for the taro?—A. In regard to this taro, as I understood when I came here, and the way it is now in the settlement at the present time, persons who desire to plant taro go and get a piece of land up in the valley and they can then plant their taro. Three years after I came here I was informed that the board of health had made a rule whereby they took away a fourth of every dollar made by the lepers.

Q. Was it then upon a different condition upon which the land was given?—A. I don't know, except this, that what is written in the rule given to us by the board of health is in rule 15.

Senator KALAUOKALANI. Is your statement, therefore, the same upon the points stated by the other witnesses?—A. Yes; in the principal points.

Q. You have nothing of importance more to state outside of what is already given?—A. No.

Senator KAIUE. You were chairman of the meeting held for the consideration of this petition?

A. I was not chairman of that meeting, but was made chairman of the committee. The chairman of that meeting was Mr. Makakoa.

Q. Were there any minutes kept of the meeting that was held?—A. I believe that the minutes of that meeting are in the hands of the chairman of that meeting or the secretary, George Kanikau.

Mr. PENDERGAST. Did you see, on election day, any runners for the election of representative on the Democratic ticket, representative of the Kuokoa (Independent—Home Rule), working for their respective parties?

A. Yes.

Q. Could you furnish the names of the lunas for the respective parties?—A. Yes, sir. For the Republicans; J. L. Wilmington and James Prosser; for the Democrats, W. K. Kalua and Andrew Aua and John Unea, and for the Republicans, Willie Bruns.

Q. How about the Independents?—A. The runner for the Independents was Robert Kaaoao.

Q. Were you alone?—A. I was the only one.

Mr. PENDERGAST. Q. After the election, what was the result—which was the strongest?—A. The three were pretty strong.

Q. But who was the strongest?—A. I guess the Republican party was the strongest, because the senator for Maui was elected, Mr. Baldwin. He was the head of the ticket that was successful here.

Senator KAIUE. Have you anything more to say?

A. No.

Senator CARTER. Which of the three parties would carry the place now?

A. The Home Rule.

Mr. HAAHEO. How about section 15 in your petition, "That an expert on leprosy be procured for the cure of this dread disease." Being one of those who took part in that meeting, would you now state how large the attendance was at that meeting?

A. It had been a cold day like this, and there were not many who attended the meeting. I should judge there were about 30 people only who attended the meeting.

Gentlemen of the committee, it is now ten years that I have been in the settlement, and in the many expressions on all public matters of health here it was always considered necessary to have at least 20 people. The meetings usually ranged from 10 to 30. This is the number that was at our meeting. There were 20 people at the original meeting. That is why we held another meeting and invited all to attend and help draw up this petition. If you have any doubt about this petition representing the sentiment of this community, I would suggest that you have only to ask the house here and they will answer, and they will satisfy you that we represent the unanimous sentiment.

Senator CARTER. Were there as many out at that meeting as there are here now?

A. It was not as large as the meeting held this morning or this afternoon.

Q. How many people were out this morning, would you think?—A. Fully over 200 people present here.

Senator KAIUE. Didn't the committee keep any minutes of that meeting? Didn't you have any secretary?

A. George Kanikau was secretary.

Senator KALAUOKALANI. Will the committee who started this petition show by standing that you approve of everything as stated in the petition which you have presented to the legislature?

(The 12 members of the committee of 15 who were present in the hall here arose and signified their full approval of the petition as presented by them to the legislature.)

Senator KAIUE. Has there been any minutes kept whereby you give up these prayers?

Mr. Makakoa, who was chairman of the meeting which drew up the petition, arose and stated that on inquiry he found that no minutes had been kept. He stated further: It was I who presided at that meeting. Mr. Kanikau was secretary. There were a hundred different subjects brought up for discussion, and we sifted the whole matter down to the

prayers which are in our petition. Any unnecessary prayers have been thrown aside. You have our petition as we presented it.)

Senator KAIUE. Gentlemen of this committee, it would be best for you to make a rule, when you want to make requests of the legislature, that you keep your minutes so that when investigations are made you can have something to refer to.

AMBROSE K. HUTCHISON called and sworn.

Preliminary examination by Senator CARTER:

Q. Are you a leper or kukoa?—A. Leper.

Q. Age?—A. Forty-two.

Q. Sex?—A. Male.

Q. How many years a resident of the settlement?—A. I have been here about twenty-two years.

Q. Are you married or single?—A. Married.

Q. Were you married before or after arrival at the settlement?—A. I was married since coming here.

Q. How many children have been born to you here?—A. No children.

Q. Have you any resources outside of the board of health appropriation?—A. I have some money of my own.

Q. What is your daily work?—A. Any occupation that I can do to occupy my time—anything in the shape of work. I do anything in the shape of work.

Q. What remuneration do you receive for the labor?—A. I am not paid in money; I simply work for myself.

Q. You had other resources or property which you owned before you came here?—A. Yes; real estate.

Q. Have you read this petition?—A. No.

Q. (Reads:)

At a public meeting held in the Beretania Hall held at Kalaupapa, Molokai, February 20, A. D. 1901, it was resolved that the accompanying petition be placed in the hands of the fifteen members and praying:

1. That the local management of the settlement be given, by a law to be enacted therefor, to the persons segregated here.

Q. You have heard the first one; are you in sympathy with that?—A. Yes; I can say that I am in favor of that idea.

Q. (Reads:)

2. That a liberal appropriation be made to increase the water supply of the settlement.

A. I do not approve of that because I believe that there is sufficient water supply here.

Senator KALAUOKALANI. What would you think of water being brought over here from Waikolu?

A. I believe it is unnecessary, but if it is the intention of the legislature to go to work and carry out that idea, well and good. As far as my personal opinion goes I think there is sufficient water here for the use of the settlement.

Senator CARTER (reads):

3. That a steam vessel be purchased for the board of health to be used for the transportation of freight from the other islands to the settlement.

A. I don't believe the government should take up that subject.

Q. (Reads:)

To the legislature of the Territory of Hawaii—Greeting: We, leprous persons residing at Kalaupapa and Kalawao, island of Molokai, Third representative election district, precinct one, through our committee respectfully pray as follows:

1. That the board of health be prohibited from claiming any share in the taro produced by the farmers at Waikolu.

A. In respect to that I would refer the committee to rule 15 of the regulations promulgated in 1893 by the board of health, with the approval of the cabinet. I believe that would be the best thing.

Q. (Reads:)

2. That the board of health be made to pay for the carriage of freight for the lepers sent from all the islands of the group.

A. In regard to this, let me explain. There are two branches in reference to this. It comes in one way and it comes in another. It would be a good thing in this way if the goods sent by friends for the personal use of lepers here, then the board of health should pay the expense of the freight of that package. Such was the rule laid down by Hon. H. A. P. Carter when he was attorney-general of the Republic of Hawaii and ex officio president of the board of health. There are other goods coming from the other islands for the use of lepers in trading. Now, I don't believe it would be right to make the government pay the expense of bringing these articles here for trading purposes.

Q. (Reads:)

3. That the board of health paint and whitewash all the buildings occupied by the lepers.

A. I believe this is not good at all, for this reason: Because there are persons who are strong and able-bodied who can clean their houses and keep their premises in good sanitary condition.

Senator KALAUOKALANI. How about persons who are unable to do manual labor?

A. There is a rule that the superintendent can employ laborers to do the work for persons who are unable to do that work themselves.

Mr. HAAHEO. Is that service performed by the superintendent paid for?—A. Those who do the work are paid for it.

Q. Who pays them?—A. The board of health pays for it.

Senator CARTER (reads):

4. That the children born of leprous women be given full food and fish allowance as well as wearing supplies, not to exceed the value of \$10 a year.

A. I am in doubt as to the advisability of approving that. This is the reason: I don't believe it is right to give such children full rations; or if they allow them this and grant them full rations, there will be a time coming when these children as they grow up will demand more. This is a very serious question. If the legislature gives them this, they will have to face a day when it will have to be limited.

Q. Why, because there are so many children?—A. Yes; I say on account of the number of these children. I know a number of lepers that have six or seven nonleprous children who are receiving half rations. This can be proven by asking the proper officials in charge of those matters.

Senator KALAUOKALANI. What is your opinion; had we better have it or not?

A. I leave that to the legislature to do what they deem best. The only thing that I look at is the expense. There are about twenty girls who should be taken care of by the Girls' Kapiolani Home. If taken there they would be trained. When they grow up they would have more character, but the parents love their children and don't wish to part with them. In the long years I have been here—and I have been here twenty-two—I have seen children, boys, who were neglected there being no home for them. They are left here without any attention, and as they grow up they become hoodlums. On account of such hoodlums I was compelled, when I had the power, to drive them out from the settlement, because I could not stand the noise.

Senator CARTER. Why were you removed?

A. I left the work in 1897 because of certain reasons which I do not care to be brought up.

Q. (Reads:)

5. That the cloth allowance to the value of \$10 be made in coin.

A. I don't think that this is proper. They will expend the money wastefully. Under that allowance the government has provided each leper with cloth to the extent of \$10 in value, and that is supposed to be sufficient to do during the whole year. Up to about 1890 it used to be the custom that a leper when he drew his cloth allowance would transform that into any other article of value that he wanted at the store. If that allowance should be turned into cash by the government and they have the cash, it is certain that it would not be used properly but it would be expended for other things—things that could be of no use to them.

Q. (Reads:)

6. That the minister of the interior, with the approval of the board of health, permit the erection of stores other than that of the board of health.

A. The intention by that is to do away with the board of health store. I think this is a very important matter, but I think we cannot interfere with it. I believe that it is best for the legislature to decide.

Q. If we take away the board of health store, the legislature should see that the other stores are good ones.—A. Yes; such as would supply the demand.

Q. Are there any lepers here who can operate such stores?—A. I believe that can be done. I think they can get the people here together and form a cooperative company.

Q. (Reads:)

7. That the letters of the lepers be mailed free of postage.

A. As regards this in former days we had our allowance. There was provision made for the letter from here to be sent free. Since there was made a Territory and part of the United States and the Federal postage rates extended here, we had to submit to the situation when it came. We have to expect that. We can't do otherwise.

Q. (Reads:)

8. That each leper be given once a month one-quarter of a cord of wood or fuel.

A. This is a very important question. We must consider this. At this time you can hardly see a tree up the valley, which was formerly covered with wood. There were forests of trees at Waielie. They used to be a forest of ohia and kukui (native woods). Ever since the

board of health has been making a road through there you see the kukui trees have been cut for wood farther and farther from the road up the mountain. How do you expect to give the settlement wood unless there is timber?

Q. We would have to bring firewood here.—A. Then, even if the wood was brought here from elsewhere, who would portion the wood in such manner that there would be no kicking?

Senator KAIUE (to the audience). Listen to these questions, and if your opinions are not represented, ask to come forward.

Senator CARTER (reads):

9. That the importation of awa into the settlement be permitted, but not to exceed two stumps at a sending.

A. There was a regulation at one time that awa was allowed. D. Kahanu had a license for the island of Molokai, but on account of the quantity of awa which was brought here the president of the board of health requested me, as superintendent, to stop it. I can not say very much about that matter, because I never used it, but I don't object to awa coming in. Here there are people who are raising awa. There are others that will buy it; and awa is sold here at 50 cents to a dollar a stump.

Q. (Reads):

10. That the board of health be made to pay the expenses of digging the graves of deceased lepers.

A. In regard to that, let me explain. At the time I was superintendent I used to do this. If a person was one who had means he would pay \$2 for digging the grave. If a person has means, or his people can afford to bury that person decently, I make them pay for it. I think the same rule has been in force since. If the legislature sees to do away with this burden, well and good.

Q. (Reads):

11. That an appropriation be made for the erection of a home for the sons of lepers.

A. I believe that would be one of the best things ever done.

Q. (Reads):

12. That the taro planters of Waikolu be made to cook and to make into pai'ai and deliver it at the food dispensary at Kalaupapa.

A. In regard to this taro planting at Waikolu, I am one of the taro planters myself. In 1899, in the month of April, it was proposed by Mr. Reynolds that the taro be made into pai'ai, just as is asked now. It was intended that the planters then should erect an outfit for the cooking of the taro, but toward the latter part of the year Reynolds's assistant started in to raise taro too. The board of health disapproved of this action and what he was doing, and the board of health ordered the assistant superintendent to quit. Then the board of health went into planting taro themselves. It was at that time that this occurred. Prior to Mr. Reynolds's reign here the allowance was 45 pounds of raw taro here. This was supposed by the board of health to be turned into 21 pounds of solid pai'ai. On account of the complaints that were made and the dissatisfaction among the lepers on account of the poor taro, the allowance was increased to 35 pounds.

Q. Was it ever the case that pai'ai was made and delivered?—A. The taro was cooked into pai'ai and delivered to those who called,

Q. Did that work satisfactorily?—A. This was carried on for some time, but when the government or the board of health gave out only raw taro, the planters stopped making pai'ai.

Q. You think it would be well to go back to this plan?—A. I am one of those who have planted taro up there, and I have taro turned out ripe and well. In October, November, and December I furnished the board of health with taro, the understanding being that when the taro became ripe enough to pull it was to be turned over to the superintendent. They should manage this taro at the price then prevailing. The price then for it was 57 cents for pai'ai, and it was the same price when the taro was pulled, then I was to have that figure. Whatever, should get only three-fourths of the value.

Q. Why did they charge you one-fourth?—A. I do not know; the board of health made that rule. I want to say that some time about the 1st of February a police officer came to the house and asked if my taro was ready and ripe. I stated that I would have taro ready for pulling about May or June. They seemed not satisfied with this, and the police officer and Kanukone said that they had inspected the patches and that I had taro ready for pulling now. Then I answered them: "You who are not the taro planters evidently seem to know more about it than I, who plant it, and evidently I know nothing about it." The Kanukone said: "I see that you do not want to sell us your taro." I answered: "Yes; only it is not ripe." About the 20th of last month Nailewa told me that he received instructions from the assistant superintendent to have my taro pulled, and that in the next few days the lepers would call up and get it. I asked him if he had a written order and he said "No." Then I said to him: "I will look upon you as the superintendent, because you have come as being under the orders of the superintendent. Will you give me \$2.50—the price paid to the superintendent in Honolulu?" He said he could not answer that. Then I said: "If you folks want the taro, there is a crop and land; if you have any right to pull, then you are quite welcome to it." About the 20th of the same month, February, the lepers were ordered to go and pull the taro, and they proceeded to do so. They have taken the taro that they thought was fit, and that which was unfit they left in the field.

Q. Do you know how much they took?—A. I can not say, because they pulled regardless of quantity.

Q. Did they get an order for it?—A. I was informed the assistant superintendent gave the order.

Q. You have not been offered any pay for your loss?—A. Not yet, because no arrangement has been made about that. I expect that I may be requested to make my statement in writing in regard to this, but when I am paid for the taro I shall have to take into consideration that I have received a serious loss, on account of the damage they did to my crop.

Senator KAIUE. You have never been informed of the value of the taro?

A. No; I have not been informed. When I asked what price would be given me, no answer has been given. I feel that I should get the present price of pai'ai, which is 57½ cents.

Senator KALAUOKALANI. How many bags of taro have been taken?

A. I have not been informed at all.

Mr. BECKLEY. Did you protest at the time?

A. I did protest, but I did not wish to go up to the office to see the Hawaiian luna, W. J. Feary.

Q. Is he here now?—A. I don't know.

(A man wearing a policeman's badge came to the front of the room.)

Senator KAIUE. Is this the man that went to tell you about the taro?

A. Yes.

Mr. EMMELUTH. Why is it so many reports come in as to the taro being soft or watery?

A. This is on account of the taro being so poor. This is not something new. It is on account of the soil not being properly tilled.

Senator CARTER. Taro has been grown in this soil a long time?

A. When I came here in 1879 I found that the taro was cultivated by the Kokuas and the Kamaainas (old residents) and their konohikis (serfs). When the taro was ripe up there I was one of those who went to get taro, and I found the taro in that condition, loliloli (watery.)

Mr. EMMELUTH. Is there any land within the boundaries of the settlement suitable for taro outside of Waikolu?

A. No other place within the limits of the settlement. There are other places outside of the settlement, up at Wailau.

Q. Is there any land that would be suitable for taro within sight of this window if water were available?—A. Maybe so, by planting dry.

Q. I asked if water were available. Would the lands at the foot-hills be available for planting taro?—A. It could be done, but only by a great deal of trouble, because the place is so rocky.

Senator KALAUOKALANI. How many bags of ide of Kalawao?

A. That is a cemetery; there are thousands of people buried there.

Mr. EMMELUTH. How many Kamaainas still living in the settlement?

A. No more. Only two (Kokuas) are permitted to reside here—old Mehihi and an old lady—and they are the servants of Father Van Lil.

Senator CARTER (reads):

13. That a judge and sheriff be stationed permanently at Kalaupapa.

A. We have police here, but no judge.

Q. Would it be a good thing for the people to have a judge and sheriff here?—A. I don't want to express my opinion on that; it is a serious question. I leave that to the legislature.

Mr. PENDERGAST. There are a great many cases arising in the settlement requiring the services of a judge?

A. Yes, that is true; but when there are a number of cases arising in this place, the judge calls here whenever it is necessary to try these cases.

Mr. EMMELUTH. What is done with the prisoners in the interval?

A. No offenders are arrested. They don't bother about it until the judge arrives. A warrant is then issued and the person is brought before him.

Q. What is the greatest offense most frequently committed?—A. Drunkenness from swipes, disturbing the quiet of the night, the free intermingling of men and women. This is the most serious offense in this settlement. Sometimes there is a larceny case, because there are people here who are not above that standing. They can break through a house and take things that don't belong to them. Then there are civil matters which have arisen—financial matters between persons.

Q. What amount do they arise to—\$25, \$50, or \$100?—A. Sometimes it is \$100, but it never amounts to more than \$300.

Mr. PENDERGAST. Is the judge paid for his services in coming here?

A. I do not know whether he is paid for the services performed here, but I believe he receives the regular pay.

Mr. HAAHEO. How long between times?

A. He comes only on the request of the officers in charge of this place.

Senator CARTER. Can anyone call him here?

A. Yes; the police officers.

Senator KAIHUE. When a judge comes here, do attorneys follow?

A. Aole loa (never).

Q. No one else besides the judge comes?—A. He is accompanied by some one who seems to be his servant; what his relation is I do not know.

Senator CARTER (reads):

14. That a law be enacted for the examination of clean lepers biennially.

A. I believe that that could not be done under the present government.

Q. (Reads.)

That an expert on leprosy be procured for the cure of this dread disease.

A. I do not believe it is advisable for such an expert on leprosy to be stationed here. If stationed here, he would not have the facilities which he would need for the proper performance of his duties. Another thing, we are supposed to be free. He would have to use force in order to get people to experiment upon. If it is desired to have that test, the place is in Honolulu.

Mr. EMMELUTH. Do you mean that the lepers in general refuse to be treated?

Senator CARTER. Experimented upon?

A. The trouble is many people refuse. People are too anxious to get cured. If in a certain time it does not effect a cure, they won't take a longer treatment or take the medicines at all.

Mr. EMMELUTH. How about the treatment Dr. Goto instituted here?

A. Some appear to be clean, but the disease does not seem to disappear. The disease turns out worse than it was before.

Dr. RUSSELL. Do you know of a single case that was really cured by the Japanese treatment?

A. No one that I know of.

Mr. EMMELUTH. In your opinion, after twenty-two years' residence in this settlement, you think it is inadvisable for anyone to come to the settlement for experiment, even though the patients are willing to be experimented upon?

A. That is my opinion.

Senator CARTER. Even if the people are willing?

A. That is my opinion. Of course, if anybody is willing to submit all right.

Mr. EMMELUTH. The main point in your observation is that the patients have been impatient when the result has not been brought about within a certain stated period.

A. Yes; because I firmly believe in that. My mind is free to the

effect that it is useless to work to battle with this disease. I believe that when one gets here that he is lost.

Senator CARTER (reads):

That the weight of the pai'ai be increased from 21 to 25 pounds.

A. I have nothing to say in regard to that. It is a matter with the board of health.

Senator KALAUOKALANI. We have come here to find out your opinion. We want to know whether it is advisable to increase the amount from 21 to 25 pounds.

A. According to my knowledge it is clear that it would be all right, if the supply could be obtained. There is not food enough now. I do not know how the Government could expect to give more than 21 pounds. How can we ask for more?

Senator KAORI. You say there is a scarcity of food. Is there any complaint made to the board of health on the part of the lepers?

A. Yes.

Q. We have come here, not to reduce, but to find out whether by taking these things or that it would be safe to give you the allowance.—

A. I will be only too pleased to get the 21 pounds allowance now.

Mr. PUUKI. You have stated that there are taro planters; how is it that you do not get your full rations?

A. Because the board of health have taken the taro. I want to get poi. I am a Hawaiian and can't live on rice and flour.

Mr. PENDERGAST. Is this 21 pounds sufficient for a week?

A. I believe that it is not sufficient for a person of strong constitution.

Mr. EMMELUTH. Is the amount of 12 pounds of good Golden Gate flour sufficient for a man who is able-bodied?

A. I think for Hawaiians it is not enough. Likewise for the haole (foreigner).

Q. The Hawaiian uses flour for poi, and the haole for bread?—A. Sometimes they make it into pancakes. The haole makes it into bread.

Mr. BECKLEY. Upon your personal knowledge, are the persons taking the poi allowance allowed to take flour or rice in place of poi?

A. The way the allowances are arranged is, poi, 21 pounds; flour, 12 pounds; crackers, 8½ pounds; rice, 9 pounds; 1 pound of sugar; a 4-ounce can of baking powder given along with the flour. For all persons this is given out for one week. If he wants poi, he can not have the flour, rice, crackers, or sugar. If he takes the rice, he gets nothing else. If he takes the flour, he can not take the poi and other things.

Senator CARTER. He always gets meat with any one of them?

A. If he wants meat, he takes 7½ pounds, or 5 pounds of salmon. If he takes the salmon, he can not have the beef.

Mr. EMMELUTH. He gets one of three allowances—pai'ai, rice, or flour?

A. If he takes bread, 8½ pounds, he gets 1 pound of sugar, or instead of the pai'ai or rice. If he takes the flour, he does not receive the bread allowance, rice, pai'ai, but he gets the beef and 1 pound of sugar. When he takes the rice, he gets 9 pounds and 1 pound of sugar. Beef is a regular allowance. The first of every month every leper receives a bar of soap supposed to weigh 2 pounds, 4 packages

of matches, 5 pounds of salt, and for every family 1 quart of oil. Each family in a house receives 1 quart of oil.

Q. During your experience with Mr. Reynolds as agent of the board of health have you ever known the agent to disregard the orders of the board of health?—A. I do not know of any actions whereby he has been guilty of violating any regulation of the board of health from the day I became superintendent of the leper settlement up to the time I resigned.

Q. How about since you resigned?—A. After I resigned I don't know what happened after that.

Q. Have you from your observation known of Mr. Reynolds willfully burdening any leper in the settlement here unnecessarily?—A. I don't know.

Senator CARTER. If this legislature gives the settlement here a government to govern themselves, are there enough well, able-bodied men to do the work for the settlement?

A. I don't think so.

Q. Those who are able-bodied are liable to be sick part of the time and well part of the time?—A. Yes.

Q. Do you think it would be a good thing for the people?—A. I think they would be better contented. I believe it would be a good thing if it can be done.

Mr. EMMELUTH. How many people outside of the settlement would it take to run the settlement?—A. There are only two persons outside of the Sisters and Brothers at the home.

Q. Is there anyone who could take the agent's place in conducting the settlement, who would have the confidence of the people in the settlement?—A. I decline to answer that.

Senator CARTER. Is it your manao (opinion) that they would submit to the rule of the majority, or that there would always be trouble?

Mr. EMMELUTH. I think the question is irrelevant, because under the bill we propose to pass there would be no minority. Each 100 or 200 men would elect one man to represent them in a board of control or whatever it would be called.

Senator CARTER. Suppose there should be a difference of opinion there would be a minority and a majority. In every government there would be that, no matter how you make the law. The question is, Does he think the people would be contented to submit to the majority rule—that is, will the minority submit? There is bound to be a difference in every community that exists. You can't give them a government where there is no minority. The question is, Will it simplify matters to let them settle it among themselves?

Mr. EMMELUTH. I withdraw the objection. Let him answer the question.

A. It is true such feelings are bound to come. It might not be noticed at the start, but it is bound to arise some time.

Senator CARTER. We want to know whether they will be more contented by governing themselves, and if the majority agree upon one question whether there will be dissatisfaction?

A. I think that anything the majority decided upon they will be bound to stand by it, because they selected the men themselves. The minority will be bound to respect their authority. They will disregard all differences of opinion.

Senator KAOHI. How long has the allowance been 21 pounds of *paiai*?

A. This allowance has been 21 pounds since 1866, I think.

Q. How long have they been asking for a raise to 25 pounds?—A. Every petition that has been sent to the legislature has asked for it, but it has never been granted up to this time.

Mr. BECKLEY. How long will 21 pounds last a man?

A. A man that is healthy, got a good body, it will last him six days; and if he had other things to go with it—a little extra in the way of the vegetables—it would probably last him another day.

Q. Then 21 pounds is not enough for a good healthy man?—A. It is insufficient.

Q. Would you like 25 pounds to be allowed hereafter?—A. Yes.

Senator KALAUOKALANI. If we say we will have another meeting here at 7.30 to-night, will you come?

A. Yes (by the entire assemblage).

Senator KALAUOKALANI. There will be a meeting, then, at 7.30 to-night.

SUNDAY, *March 3, 1901.*

Present: Representatives Beckley and Haaheo.

The meeting was called to order by Mr. Beckley at 9.45 in Beretania Hall, immediately following the examination of supposedly clean residents of the settlement.

JOHN WILMINGTON was called and sworn.

Preliminary examination by Mr. BECKLEY:

Q. Are you a leper or *kokua*?—A. Leper.

Q. Age?—A. Forty.

Q. Sex?—A. Male.

Q. How many years have you been a resident of the settlement?—

A. In April it will be thirteen years.

Q. Are you married or single?—A. Married.

Q. Were you married before or after coming to the settlement?—

A. Before I came to the settlement.

Q. How many children have you born here?—A. None.

Q. Have you any children at all?—A. None.

Q. Have you any resources outside of the board of health appropriation?—A. Yes.

Q. What is your daily work?—A. Storekeeper for the board of health.

Q. What is your remuneration?—A. Sixty dollars a month for such work. I am also postmaster.

Q. In your capacity as postmaster are you paid by the board of health or by the Federal Government?

Q. Since you are storekeeper, you may state who fixes the prices of the goods you sell—yourself or the board of health?—A. They tell me what per cent to charge and I charge it on the article.

Q. Do you get your orders in this respect from the board of health?—A. From the superintendent.

Q. As storekeeper, in your opinion, are the goods sold from the store in the settlement first class or some of the secondhanded?—

A. Some of them are secondhanded. When the merchants in Honolulu when we order things sent down, sometimes send something else. If we order a certain grade, they sometimes send a lower grade.

Q. What do you do in such a case?—A. Whenever that happens report to Mr. Reynolds, and the price is fixed accordingly.

Q. After goods have been sold by you to the people here, have there been any complaints about quality?—A. They never come to me directly with complaints, but I hear of it through other persons. Whenever wares are sold out of the store and the buyer who buys anything finds out it is not good, he can bring the article back, and the store will refund the money or make a deduction.

Q. At the time purchases are made have there ever been any pretests as to the cost of goods?—A. No; there have been no complaints to me.

Q. From your own opinion as a salesman, do you think the prices charged have been exorbitant?—A. Sometimes the goods come in damaged condition, and the cost must be added to what is left. That is the way we price the goods up.

Q. Then you think so far there has been no injustice done in the settlement as to the price of goods sold from the settlement store?—

A. Yes.

Q. You think they have received full value for the money paid?—A. Yes.

Q. You stated a few minutes ago that secondhand goods had been delivered to the store. Have they been sold as secondhand stock?—

A. I referred to dry goods, also to canned goods. Sometimes the condensed milk and sometimes the dry goods are spoiled.

Q. Sometimes, you say, condensed milk is received in poor condition such as you know is not fit for food. Do you sell it or condemn it?—A. Sometimes the condensed milk is old and I don't see the rust nor can I see the inside. If it is poor and they make complaint, it is condemned.

Q. Do your customers inspect the goods and make complaint at the time of purchase?—A. Sometimes in the store they request us to open it. If it is no good another one is given.

Q. In such instances when you find milk unfit to be used for food to what account do you charge the loss?—A. To the loss and profit of the store.

Q. In case you charge it to profit and loss, do you charge it to the remaining goods?—A. In stock taking I make a report of what has been condemned.

Q. At the present time is there any stock in the store that is secondhanded or little used or store worn?—A. I have some store-worn goods in the store.

Q. In case of this store goods, what price do you expect to get for them?—A. Whatever I can sell it for. I put it down and take and sell it at the market.

Q. Who fixes the price of store-worn goods? Do you fix the price, or do they offer you so much?—A. I put the price on it at first and the buyer says whether he will give, and I put it down and sell it at that price.

Q. Your object is to see that the store makes expenses?—A. Yes.

Q. Would you charge 25 cents for 5 cents' worth of goods?—A. If I knew the price of an article was 5 cents I will sell it for 5 cents.

Q. If they offer you less will you accept it?—A. I will accept it.

Q. If they should offer you 1 cent would you accept that?—A. Yes.

Q. Is the stock in the store sufficient for the needs of the settlement?—A. I think so.

Q. Do you keep an account of the receipts and expenditures here?—

A. I do; I keep a book here to make my report to the board of health, who keep another book.

Q. Does the board of health give you information as to the cost of goods when they are sent here?—A. Yes; the bills of goods are sent to me by Mr. Reynolds, stating the cost of the article. I make my report to Mr. Reynolds, as he is my superior, and he reports to the board of health.

Q. What are the receipts for the month?—A. Our receipts now run from \$300 to \$350 a week. This is, since we have tickets.

Q. These tickets are to be exchanged for goods at the store in lieu of pai'ai?—A. Yes.

Q. Have you any idea what it costs to run the store a month, including the cost of goods?—A. One hundred and ten dollars is paid for clerks.

Q. Don't you know what the cost is, including the goods?—A. I don't look into that matter further. I check off the goods received and also keep an invoice of the goods. After I have passed over the goods received I approve it and send it to Mr. Reynolds.

Q. Is there any systematic bookkeeping at the settlement store?—A. I keep all the bills, but I have nothing to do with regulating expenses.

Q. Are goods sold for cash or on credit?—A. All cash.

Q. Have you any further ideas you wish to express with reference to your position as storekeeper that have not been touched in the subjects as presented?—A. I simply want to make some statement as to the charge made yesterday as to returning goods, clothing and canned goods, and depend upon you to do the investigating.

CHARLES M. BREWSTER was called and sworn.

Preliminary examination by Mr. BECKLEY.

Q. Are you a leper or kokua?—A. Leper.

Q. Age?—A. Twenty-four.

Q. Sex?—A. Male.

Q. How many years have you been a resident of the settlement?—

A. A little over three years.

Q. Are you married or single?—A. Married.

Q. Was it before or after arrival at the settlement?—A. It was since I came to the settlement.

Q. How many children born here?—A. I have no children.

Q. Have you any resources outside of the board of health appropriation?—A. Yes.

Q. What is your daily work?—A. Beef, oil, and soap giver for the board of health.

Q. What remuneration do you receive for your services?—

A. Twenty-five dollars per month.

Q. In your experience as a luna, has there been any charges preferred against you that you would like to refute?—A. No.

Q. What is your idea in coming before this committee?—A. There

was a man last night who made a statement that the way of cutting the beef was not satisfactory to himself.

Q. Who was that?—A. That was Mr. Way.

Q. Who cuts the beef?—A. There are four Hawaiians who are called butchers to do the work in that line.

Q. Under your orders and supervision?—A. Yes.

Q. What allowance is given to each leper?—A. Seven pounds of fresh beef per week, or 7 pounds of salmon for the same time.

Q. That includes bones?—A. Yes.

Q. During the time the beef is cut, do you see that the general average is the same as respects the proportion between beef and bone, that is, that it is sometimes not one-quarter beef and three-quarter bone?—A. I try to do the best I can to give equal amounts of beef and bone to each.

Q. Have you a pretty fair knowledge of the different parts of a bullock?—A. When the job was first offered me I told the assistant superintendent that I was not a butcher, but that I would keep the books of the butchering department.

Q. As a luna of the board of health, don't you know as a matter of fact, don't you know that there is more food in some parts of the beef than in the quarters?—A. That is so.

Q. Still, in cutting the quarters, you take out 7 pounds of meat and in the back of the beef you take out the same amounts?—A. It is cut up in small pieces, a little piece of meat and bone. In giving it out some bones and some meat is put in. It is not cut up in big chunks so that meat is given only to some and bones to others.

Q. Were the pieces cut up so as to be of average size, both as to meat and bones?—A. Yes.

Q. So, as far as the beef allowance goes there should be no distinction, not more bone to some?—A. As far as I know it is fair.

Q. In getting out the beef allowance, do the lepers call for them?—A. Yes.

Q. How about the helpless ones?—A. They send friends or helpers.

Q. Suppose they have no kokua or friend to get the allowance?—A. There are always some friends to get it for them.

Q. There has been no instance since you have been in charge where a leper who was too weak to come for his allowance has gone without it?—A. No.

Q. How about the condition of the beef, has it been good quality right along?—A. I think the common run is as good as the meat they get outside, since the statements I have heard in regard to Honolulu beef. We used to think the kind of beef we were receiving was the worst kind of meat.

Q. The meat under inspection yesterday by the committee, was it the general average of meat in the settlement?—A. Yes, sir.

Q. Do you have worse meat in there or not?—A. Only the same kind of meat.

Q. Have you any further remarks you wish to express to the committee?—A. That is all.

Mr. HAAHEO. What are the relations between you and the superintendent of the leper settlement?

A. We are better treated under Superintendent Reynolds.

Q. If that is true, why are these complaints made?—A. It is a fact that for the last two weeks we never get our pai'ai.

Q. What do you know concerning taro planting by the board of health?—A. I don't know anything but that a little complaint is being made against the superintendent.

Q. Have you held this position very long?—A. About two years next May.

Mr. BECKLEY. You spoke about the canned beef; in what condition is it received?

A. Some good, but some has been in store so long it is unfit for use.

Q. How many years?—A. I don't know about that.

Q. That which was deteriorated, what was done with that?—A. I think I let my superior know about it and it was destroyed.

Q. The beef passed out by your instructions from which you took your rations. How did you find your corned beef, good and tender, or pretty tough?—A. Pretty good, I may say.

Q. Good enough for a poor, helpless leper who has lost his teeth and unable to chew?—A. I think it is not good enough for the weak ones.

Q. You give out fresh beef, corned beef, and salmon?—A. Yes, sir; salmon and a little canned meats, and an allowance of salt or fresh beef or corned beef.

Q. That was under the superintendent's instructions?—A. Yes.

Q. And you continued the same course, just giving rations of canned beef, with an allowance of salt salmon, fresh beef, or corned beef?—A. Yes.

Q. That is all you do?—A. Yes.

Q. How many are taking canned beef and corned beef?—A. I give them what they want.

Q. So you compel them to take a canned beef allowance?—A. No.

Q. How much salt salmon do you give at present?—A. Five pounds at present.

Q. What part of the salmon do you cut out?—A. I weigh it out and give it.

Q. Do you chop it up?—A. Some are too small. It takes two to make a ration. Others make three rations to the salmon.

Q. In cutting off the salmon what do you cut off, the head or the tail?—A. I take whatever they ask.

Q. You have stated in cutting the salmon that you are compelled to cut it into three pieces some times. What do you cut off, the tail, belly, or head?—A. I cut off the outer part.

Q. Have there been any complaints at any time from the lepers as to the quality of the salt salmon—that it is salt, putrid, in poor condition, or soft?—A. Some one came and told me it was not quite good; that it was salmon trout. They don't like that sort of salmon.

Q. Do you make a practice of seeing that only good salmon passes through your hands when it is given out?—A. I ask them what they think and they say the salmon is as it is and they can't help it; that they have to take it.

Q. Have there been any times when you knew that salmon was poor, and because they could not get any other allowance, you allowed them to take it as a ration?—A. I issued some yesterday and they said that it seems as good salmon as they could get outside themselves.

Q. At any time the salmon you spoke of, did you know the salmon was poor salmon?—A. After delivery.

Q. Has the same poor lot of salmon been served out again this week as ration?—A. Yes.

Q. At the time of delivery of the rations were the lepers told that some had made complaints of the salmon?—A. I gave it to them and gave it out without telling them so.

Q. So it is probable that some lepers in the settlement who had taken out poor salmon as a ration had to use it or nothing else?—A. It is their privilege in taking the salmon to say that it is not good salmon. Then I would have to take it back again.

Q. But no one has been told that it has been stated that it was poor salmon?—A. No.

Mr. HAAHEO. Has Mr. Reynolds's assistant the running of the settlement?

A. Yes.

Q. Are your relations with the assistant as satisfactory as report with the superintendent himself?—A. Yes.

Q. How are the houses where the persons live? Are they big, airy and comfortable?—A. When I came here the management in regard to the living in houses was just the same as it is now. In some instances families are living in houses that are not large enough for them.

Mr. BECKLEY. You spoke of having been appointed sub-luna. Do the cottage you live in belong to the board of health or is it your own?

A. It belongs to the board of health.

Q. How long have you occupied that cottage?—A. Since 1900.

Q. Are you living in that cottage alone?—A. Myself and my wife.

Q. Previous to that time where did you live?—A. With Robert Holt, at Kalawao. He is my relative.

Q. What is the customary provision made here for lepers coming as to the accommodation?—A. I thought when the board of health brings patients here that they would furnish them with a house.

Q. What was your experience as to accommodations?—A. When I first came here Holt's people asked me to live with them. I was instructed by my mother to live in a home, but there are ten or fourteen there; it was too crowded. I preferred to live outside of the place. It was not the way I was accustomed to live. Since then I came to live with Mr. Holt, as already stated.

Q. Is the cottage you have the general average that other Hawaiians are occupying, or are there better conditions in your cottage than in those in the cottages occupied by other Hawaiians outside of the sub-lunas?—A. Only a very few people have the same kind of a house.

Q. Whites or Hawaiians, or a mixture of both?—A. Very few natives have a house like mine, unless they are employees of the board of health. As I am employed by the board of health, I have this cottage.

Q. You say very few outside of the board of health employees have that kind of a cottage; that is, in the same condition?—A. Yes.

Q. Are there several houses where they have a bath room and stove and are these occupied by Hawaiians or not?—A. I think there are several houses below here with these conditions and white men are living in them.

Q. In those cottages furnished for white men, are the same conveniences attached to the homes occupied by the natives?—A. Not the same.

Q. Has any native applied to the superintendent for such accommodation?—A. I know of one; there may be others.

- Q. Has his request been granted as yet?—A. No.
- Q. You say you are perfectly satisfied with the cottage you occupy?—A. Yes.
- Q. Previous to occupying that cottage, was the Kalawao cottage owned by the board of health?—A. By the board of health.
- Q. Do you think it was in as good condition and kept in as good repair as the cottage you occupy at present?—A. I stayed with Mr. Holt.
- Q. Was that cottage fitted with the conveniences that were necessary, and would you be just as satisfied if you were to move back into it to-day?—A. No.
- Q. What difference is there between the cottage you now occupy and that?—A. That house is already occupied by one family.
- Q. Your only objection was on account of the lack of rooms, not on account of the condition of the house?—A. No.
- Q. In repairing the house, does the board of health supply the material?—A. The board of health supplies it.
- Q. When?—A. There is a time fixed for that purpose.
- Q. During a storm, when shingles are loose, what course do you take? When it is not time to get out these supplies, how do you get the necessary repairs?—A. We have to ask the assistant superintendent for what is needed to be done.
- Q. And your request would be immediately attended to?—A. Yes.

J. D. KAHLE, called and sworn.

Preliminary examination by Mr. BECKLEY:

- Q. Are you a leper or a kokuo?—A. A leper.
- Q. Age?—A. Twenty-three.
- Q. Sex?—A. Male.
- Q. How many years have you been a resident of the settlement?—A. Fifteen years.
- Q. Are you married or single?—A. Yes; married.
- Q. Were you married before or after your arrival at the settlement?—A. I was married here.
- Q. Have you any children?—A. No.
- Q. Have you any resources outside of the board of health appropriation?—A. No.
- Q. What is your daily work?—A. Any work that may be offered by the board of health. But when I am able to labor, I get 50 cents a day.
- Q. What is your remuneration?—A. Fifty cents a day.
- Mr. BECKLEY. Have you any ideas which you wish to express before the committee?
- A. I want to speak about the taro at Waikolu.
- Q. All right.—A. I want the planting of taro at Waikolu and Wailua stopped; the planters are giving some trouble to the board of health; also giving trouble to us poorer ones. The planters at Wailua are demanding \$2.50 for one bag of taro as against \$1.15 for a bag of taro of 70 pounds. The bags are tied instead of being sewed. The board of health agreed to those prices. The board of health is made to pay exorbitant prices. If this continues the board of health will lose more money every day. Another thing—these planters go and help themselves to the taro and use it themselves without considering the

share of the board of health. A statement of this character was also made to the assistant superintendent in the hearing of others. When notice was given of this, the assistant superintendent and the police went to examine. They found there taro tops standing in the patches but the taro had been taken away.

Mr. HAAHEO. Where is the person who made that statement?

A. He is not here at the present time, but his name is Puiilio.

Q. We will not take any evidence from you, but from the person who is personally acquainted with the facts and has personal knowledge.

JOHN T. UNEA, called and sworn.

Preliminary examination by Mr. BECKLEY.

Q. Are you a leper or kokua?—A. Leper.

Q. Age?—A. Fifty-one.

Q. Sex?—A. Male.

Q. Are you married or single?—A. Married.

Q. Were you married before or after you came to the settlement?

A. My wife is still outside.

Q. Has she ever been here?—A. Only once.

Q. How did she get here?—A. She came with the board of health.

Q. Have you any resources outside of the board of health appropriation?—A. None, save when I get a job.

Q. What is your daily work?—A. I get a job once and a while, but very seldom. I just do gardening around the house or a little fishing once and a while. I have been storekeeper, but I resigned about a year and a half ago.

Q. Why did you resign?—A. I resigned on account of sickness nearly two years ago.

Q. During your time as storekeeper of the settlement was there any complaint made against you?—A. I don't know. You can ask the people here, and I don't think there is one who will say yes.

Q. Have you any statement you would like to make?—A. If you will allow me, I have a few expressions to offer.

First. The control of the settlement must be taken away from the board of health for good and sufficient reasons. The reason is, the employees of the board of health here are doing things in such a way that they are squeezing our necks. It is going on eight years that I have been in the settlement. Next July it will be eight years. When I came here the planters were planting taro at Waikolu. When the crop didn't come on account of the bad weather, or some other reason, we depended upon the Waikolu planters. Fifty pounds of raw taro, or 45 pounds of peeled, was the regular ration. It was 50 at first, then it came down to 45 pounds. Then the board of health took charge of planting taro, as already stated by Mr. Notley, about three years ago. The board of health, when the taro was ripe, ordered the planters at Waikolu to put up their taro into pai'ai into 21-pound lots. That rule has not been in force up to date. When the first crop of the board of health was ripe the board of health gave us 30 pounds of raw taro, and that is the reason why I made the statement that they were squeezing us, and also that while pulling this taro some was loliloli. Everybody had to give in at headquarters of the settlement a statement of what he wanted. If anyone took taro he had to take it. If he didn't like it he couldn't change until the following week. Those who chose to

take the rations in taro were ordered to go to Waikolu and get the wsterv taro. The assistant superintendent one week, when the superintendent was not here, had to get rations from Waikolu. The luna who gave out the food was ordered not to give out rice rations, but to tell them to go to Waikolu and get their rations. When the superintendent came here it was reported to him. After this the taro men had to cut it up and brought it part way here, where everybody can go and get his ration. This happened about ten months ago. Last week the second crop of the board of health was pulled, but not cooked. They never try to put in the proper appliances for steaming the taro when cooking it. We never asked for any houses, but when we made a complaint about the taro it was never attended to.

As to the salaries of the board of health employees here, they are being increased. Four months ago a man was employed to look after the carts and bullocks. That one man was paid \$25 a month. Now there is one man to look after the bullock carts who gets \$25, a water luna who gets \$15 a month, and the head carpenter, who gets \$20 to \$30 a month.

Q. Was this changed since election?—A. It was after election.

Q. Have you any knowledge as to the reasons why Kanani was dismissed? You say the election was after Kanani was dismissed.—A. Yes, sir.

Q. Why were these salaries increased?—A. I think it was through the election. It was managed by one man. There was another case. Two employees of the government here are holding two or three offices.

Q. Who are they?—A. A witness here stated that the postmaster was storekeeper. The assistant superintendent also has another office. He gets \$100 as superintendent and \$25 as captain of police. Before there were two lunas for the oil and beef. The luna for the beef got \$20 and the luna for the oil \$5. One man is now doing all the work. Many of these places have been changed or the places used for election purposes; I can prove it.

In October before the election Charles Waimui was overseer for exterminating the lantana. Some days when he took his gang out to work he asked them what was the political affiliations. Some were Home Rulers, and said, "I will vote for the Home Rule ticket." Others were Democrats. When these answers were given by these employees this luna ordered them to put down the tools of the Republic and go to Robert Kaaao, the luna of the Home Rulers, saying, "He will give you a job."

Another employee, John Kiaina, was treated the same way. He was told to take up his tools and go to the Home Rulers for a job.

Q. Do you know this of your own personal knowledge?—A. I was not employed at that work. I know those who were working, and that because of their declaration as to party affiliations they were dismissed.

One employee of the board of health of the settlement is now receiving \$30 a month, and if he does not go to work for two or three days he gets his full pay. Some days they get finished with the work for the government benefit and yet are paid by government money their full pay. Not only that, but if sometimes the pipe needs looking after, this same man is employed to go and fix up the job and is given \$1.50

a day outside of his \$30 a month. I can bring witnesses to prove the statement.

Mr. HAAHEO. What man is that?

A. George Kanikau, who makes up the pay roll for the settlement. There is no chance for a Hawaiian here even for houses. There is a man here who is known here as Kettle, who seems better than a native. There have been two or three houses built. Kanikau applied for a house but was refused, but this German applied and he got it, the same house.

Mr. BECKLEY. How long was Kettle in the settlement before he got a house?

A. Not very long, only three or four months. As soon as the house was built he moved right into it. I made this statement about salaries to show how the money is wasted.

Q. What do you think about giving the settlement local government?—A. If it came to local government, if the change was ever made, there would be trouble. It would not work, having one representative for 150 persons. It is better to appoint a judge through the officers. If it is given to the settlement, there are Hawaiians who will give the job to them.

I think it is better to put the management of the settlement in the hands of the superintendent and three commissioners—one of the commissioners to be appointed by the house, one by the senate, and one by the governor; each one to be here a month long, but the third month all three commissioners to be here to hear the different cases that may come before them. We recommend that the appointment of the superintendent be made upon the recommendation of the people of the settlement, which appointment is to be made by the commission and to settle all cases which may come up by a hearing before the superintendent and the commissioner present at that month. I favor in every other way the statements made yesterday as to the local government. The only people who would need to come here would be the commissioners. I would have this local government give premiums for building shrubbery and for forestry in general.

Q. In relation to item 12 of your petition, "That the taro planters at Waikolu be made to cook and to make into pai'ai and deliver at the food dispensary at Kalaupapa," how will that work in connection with your petition, "That the local management of the settlement be given by law to be enacted therefor to the persons segregated here; and also, "That the board of health be prohibited from claiming any share of the taro produced by the farmers at Waikolu?"—A. I favor the cancellation of the board of health's one-fourth share in the Waikolu taro. It is said that a lazy man is the devil's workshop. If we stop men from planting taro at Waikolo, we can plant sugar cane and other vegetables. We will be in no trouble. The rules and regulations of this settlement, especially rule 15, in regard to the planting of taro, should be carried out; that one-fourth proviso should be repealed.

Those working for the board of health now planting taro go and borrow money here from the money lenders, who are charging 10 per cent per month.

Q. Who are the money lenders?—A. The money lender is the wife of the assistant superintendent of the settlement. There is a rule that no leper is allowed to loan money to another. This is a regulation

which was made because the lepers refused to pay, but the paying out of the money is done by the assistant superintendent, and of course the people have to pay their debts. Another thing, they don't know how many days they really work; how much there is due them. The power of making a showing of the day's work is in the hands of the superintendent, and they can put in as many days as is necessary to cover the debt.

By some mismanagement the assistant superintendent has been put to some trouble in regard to getting out poi. The bid for the order was originally given to Kaliikani, of Halawa, on the other side of the pali. The people at Wailau and Pilehanu asked the assistant superintendent to be allowed to supply poi and bring pai'ai here. The assistant superintendent agreed to that, and on that account Kaliikani threw up the contract, and that is why we are pinkia (trouble) for poi. Payment made on this pai'ai was out of the assistant superintendent's own money, as that was the only way he could get the money, as the contract was with Kaliikani, and he was the only one employed to draw money from the board of health contract for poi furnished.

Q. In regard to item 5 of your petition, "That a cloth allowance to be value of \$10 be carried out; that one-fourth ration you are desirous of having changed to cash?"—A. These ration bills for cloth, calling for \$5, sell for \$2 and \$3 in cash. That is why we think it is better to get the ration in cash. When they get a cloth ration and want new shirts, and they haven't any at the store, they tell us to wait for some time. The time limit is May 1 and December 1, and after waiting until nearly that time, if they don't get what they want, they sell the ration. After those dates the allowance is null and void. We want to dispose of two persons in this settlement who are robbers and thieves.

Q. Who are they?—A. I will tell you who they are. They are Lakua and Umiumi. They are thieves and burglars. Even when they are in jail they break out.

JOSEPH KAHELEKII, called and sworn.

Preliminary examination by Mr. BECKLEY:

Q. Age?—A. Thirty-five.

Q. Sex?—A. Male.

Q. How many years have you been a resident of the settlement?—A. Fourteen years.

Q. Are you married or single?—A. Married.

Q. Was it before or after your arrival at the settlement?—A. I was married here.

Q. How many children have you who were born here?—A. No children.

Q. Have you any resources outside of the board of health appropriation?—A. I have no resources outside of the board of health.

Q. What is your daily work?—A. I have no work. Only sometimes I secure jobs.

Q. It has been stated that you are one of those employed to clean up the lantana?—A. Yes.

Q. Are you working for the board of health now?—A. No.

Q. When were you dismissed?—A. I was dismissed on account of the action on the 1st day of November. While working we were notified

by the luna that the assistant superintendent had made a statement that the job belonged to the Republicans and other politics did not go. He asked me if I would join the Republican party, but I told him that I was a home ruler. That was the way that I was dismissed.

Q. He stated that "you can belong to the home rulers if you want to, but that you must go over there and get your money?"—A. That is the answer I received from the luna.

Q. How many were discharged?—A. There were six discharged on that account.

WILLIAM KALEIHEANA, called and sworn.

Q. Were you one of the six men who were discharged on account of their political affiliations?—A. Yes, I was one of them.

KAHALEKII was recalled.

Mr. BECKLEY. At the time of this dismissal did they ask you to support the Republican party?

A. No. They asked what my politics were and then dismissed me.

Q. Are you a voter?—A. Yes.

Q. After the order of the board of health that no more politicians were to come here to make speeches, didn't anyone else come?—A. Yes.

Q. Who?—A. David H. Kahaulelio.

Q. Didn't anyone come after the order of the board of health?—A. No.

Q. If that rule was made in August, how about it?—A. If that rule was given out in August, my first statement was correct. Before the election a political meeting was held in Beretania Hall by David Kahaulelio.

Q. Wasn't the superintendent here at the time, and didn't he make any objections?—A. I don't think Mr. Reynolds was here. Mr. Fear, the assistant superintendent, was here at that time.

Q. Had the superintendent known what was going on, he might have stopped them from making political speeches?—A. No. That meeting was only that one time.

Q. Was any public notice given of the meeting?—A. Yes.

Q. Was the public notice in such manner that the assistant superintendent should have known of the matter or heard that a meeting was to be held?—A. Yes; I think he knew there was to be a meeting.

Q. How many times was a political meeting held here by D. Kahaulelio, one or two months before the election?—A. Only one meeting that I know of; that was the meeting held by Kahaulelio. No other meeting was held but that.

GEORGE KANIKAU, called and sworn.

Preliminary examination by Mr. BECKLEY:

Q. Are you a leper or kokua?—A. Leper.

Q. Age?—A. Twenty-eight.

Q. Sex?—A. Male.

Q. How many years have you been a resident of this settlement?—A. Six months now.

Q. Are you married or single?—A. Married.

Q. Were you married before or after your arrival at the settlement?—A. My wife is not here.

Q. How many children born here?—A. None.

Q. Have you any resources outside of the board of health?—A. None.

Q. What is your daily work?—A. None; I now and then get a job.

Q. What is your remuneration?—A. (Not stated.)

Q. State if at any time you have been offered a job. And if so, what was the nature of the work?—A. Copying the pay rolls.

Q. Did you hear the statement made by John Unea?—A. Yes.

Q. What have you to say about his statement?—A. I seen in the pay rolls that Kanani was head carpenter and blacksmith and received \$10 per month. In another place I saw the same name for repairing water pipe. He was paid for the same month extra pay. Worked 10 days and was paid \$1.50 a day.

Q. This same Kanani?—A. This same man.

Q. Do you know where this pipe repairing was?—A. A water main at Waikolu.

Q. As to the statement made by Unea as to the pay roll, do you confirm or deny the truth of the facts given by him?—A. I confirm with him.

PINEHAKA, called and sworn.

Preliminary examination by Mr. BECKLEY:

Q. Are you a leper or kokua?—A. Leper.

Q. Age?—A. Twenty-five.

Q. Sex?—A. Male.

Q. How long have you been a resident of the settlement?—A. Five years.

Q. Are you married or single?—A. Married.

Q. Were you married before or after your arrival at the settlement?—A. I was married here.

Q. How many children have you had who were born here?—A. Three children were born here; all girls.

Q. Have you any resources outside of the board of health appropriation?—A. No.

Q. What is your daily work?—A. Carpenter under the board of health at times.

Q. What is your remuneration?—A. (Not stated.)

Q. You heard the statement of Unea? Is it true or not?—A. As far as regards the borrowing of money from the wife of the assistant superintendent, it is correct.

Q. Are you living at Kalaupapa?—A. Only when I come to visit; I live in Waipolu. My work is planting taro for the board of health for eight months.

Q. Was it during those eight months you borrowed the money?—A. Yes.

Q. From whom?—A. The wife of the assistant superintendent. When working for the board of health we don't get any money until the end of the month. They pay the first week of the month. We asked for money from the assistant superintendent, and he said that he has not money; that his wife has. When we go to her to tell her that we want to borrow money, she tells us that she will charge 10 per cent per month.

Q. When you went to the assistant superintendent to get your money, from whom did you get the money, from the assistant superintendent or his wife?—A. From his wife personally. I first asked the assistant superintendent and then his wife. His wife gave me the money.

Q. The assistant superintendent, is he a leper?—A. Yes.

Q. Is his wife?—A. Both of them.

Q. When working at Waikolu for the board of health, how many times did you come and borrow money and that interest was charged you?—A. Whenever I came out from Waikolu to the settlement, I desire to buy a little tobacco and coffee, as we have no money, so we have to borrow money. We come down once a month.

Q. When you came down to borrow money, did you come alone?—A. I came with others.

Q. Perhaps you were the only one charged 10 per cent.—A. Everyone.

GEORGE NAKOOKOO, called and sworn.

Preliminary examination by Mr. BECKLEY:

Q. Are you a leper or kokua?—A. Kokua.

Q. Age?—A. Forty.

Q. Sex?—A. Male.

Q. How long have you been a resident of the settlement?—A. I came in 1888. Thirteen years I have been here.

Q. Are you married or single?—A. Married.

Q. Was it before or after your arrival at the settlement?—A. Before.

Q. How many children born here?—A. I have two children living here who are lepers, one who is not a leper; my wife is now dead.

Q. Were you present yesterday during the examination?—A. Yes.

Q. You heard the petition read?—A. Yes.

Q. Do you approve the petition?—A. I approve of the petition.

Q. You support this petition?—A. Yes; I support this petition.

Mrs. FEARY, called and sworn.

Preliminary examination by Mr. BECKLEY:

Q. Are you the wife of the superintendent?—A. Yes.

Q. Are you leper or kokua?—A. Leper.

Q. Age?—A. Thirty.

Q. Sex?—A. Female.

Q. How many years have you been a resident of the settlement?—A. Twelve years.

Q. Are you married or single?—A. I was married before I came here.

Q. Was it before or after your arrival at the settlement? (Answered above.)

Q. How many children born here?—A. I have had four children born here; only one living—a boy.

Q. Have you any resources outside of the board of health appropriation?—A. (Not stated.)

Q. What is your daily work?—A. (Not stated.)

Q. What remuneration do you receive?—A. (Not stated.)

Q. Does that boy of yours receive his rations as a leper?—A. He receives a half ration, the same as other nonleprous children.

Q. As his mother, you consider him a nonleper?—A. He has not been examined, but I so consider him.

Q. Mrs. Feary, have you heard the statement as to borrowing money of you and your charging usurious rates of interest?—A. Yes.

Q. The commission would like your views.—A. There are certain boys who are working planting taro, and in between weeks they come down to the settlement. They come and ask my husband for money, and he won't loan them any money. I don't want to loan them any money, for after a while the boys go and drink beer, and then they make up a rumpus. Then they come and ask me for money. My husband has advised me not to give them any. But they come around to the door and homulimuli (overpersuade) me and say they want me to help them out. When they ask me for money I tell them that I will charge them 10 per cent. I am not anxious to give them any money, but if they are anxious to pay that price I will give it to them. I give it to them on account of what they say, and I give them any amount they want. If they want \$1 or \$2, I give them \$1 or \$2.

Q. In reference to that money, is it your own money or money in the hands of your husband as assistant superintendent?—A. My own money. These boys would give 25 cents on a dollar, and have done it with other people. I say that lot is good for nothing. They have paid 25 cents on a dollar. They run behind and then they go and borrow from some one else. The reason is they want that money. They don't care what interest is. They don't look at that. They want to drink swipes, and they are awful boys for drinking beer. That is true and they will show the truth. There are some of them here.

Q. Have you any further statement to make?—A. I have nothing to ask concerning the money. I admit taking interest.

Q. It is your privilege to deny anything that has been misstated here.—A. I merely say of the boys that I never forced them to take any money. They insisted that I should give it to them. They actually fought for the money. They have come and grabbed for the money.

KAPIULA, called and sworn.

Preliminary examination by Mr. BECKLEY:

Q. Are you a leper or kokua?—A. Leper.

Q. Age?—A. Thirty-one.

Q. Sex?—A. Female.

Q. How many years have you been a resident of the settlement?—A. Twelve years.

Q. Are you married or single?—A. I am not married.

Q. If married, was it before or after arrival at the settlement?—A. (Covered above.)

Q. How many children born here?—A. (Covered above.)

Q. Any resources outside of the board of health appropriation?—A. (Not stated.)

Q. What is your daily work?—A. (Not stated.)

Q. What remuneration do you receive?—A. (Not stated.)

Q. Where do you live?—A. I lived at Kalawao first. Kaiser was superintendent at that time. I asked him to give me a house. He finally gave me one at Kawaluna. I staid there and improved the place. I was drunk, and there were others drunk, also, but I was the only one expelled from the place.

Q. Then you were kicked away from the place that you improved?—A. Yes, for being drunk; but there were others who were drunk.

Q. Do you drink?—A. Yes.

Q. Where do you get the liquor, as it is prohibited by the board of health?—A. From friends.

Q. Is intoxicating liquor sold in the settlement?—A. Yes; so many times I pay for it, and sometimes I get it for nothing.

Q. Will the women who support the petition stand?

(Nearly all the women present stood—possibly all of them.)

ZELIE BELLE PA, called and sworn.

Preliminary examination by Mr. BECKLEY:

Q. Are you a leper or kokua?—A. Leper.

Q. Age?—A. Forty.

Q. Sex?—A. Female.

Q. How long have you been a resident of the settlement?—November 17, this year, it will be seven years.

Q. Are you married or single?—A. I am a widow.

Q. Were you married before or after coming to the settlement?—A. (Not stated.)

Q. How many children born here?—A. Ten children, only one born in the settlement. That one is not here now; it has been taken out of the settlement.

Q. Have you any resources outside of the board of health?—A. No.

Q. What is your daily work?—A. (Not stated.)

Q. What remuneration do you receive?—A. (Not stated.)

Q. As an inmate of the settlement, have you any opinion you would like to express to the committee?—A. I have a few remarks to make. In regard to Assistant Feary, a year ago I applied to him to have a stove built to the house, but it was not until two weeks ago it was done. His answer always was that he forgot. It was only on account of my persistence that it was done at all. This was little hard for me, as I have no house and I can not help myself.

A statement has been made here that we can get things here cheaper than at the settlement store. However, it is cheaper outside than in here when I want to buy things in the store. Only the other day for a dress, and I wanted to get some thread and some other things, but here you have to pay too high for things. As a general rule it is 25 cents for a spool of thread or three for a quarter. While I went to the store they would not give me three for 25 cents, but charged me 10 cents for it. Of course I make this complaint because I am poor but everybody is here. We all try to save money as much as we can and be economical.

A premium is given for building and making gardening, and I received the premium of \$7.50. And though I have made demands for a water privilege and have tried to get it, I have not received it and for that premium I took \$4 and paid for the water. Then the assistant superintendent told me that if I had asked him he would have done it for me, so I asked him to refund the money. Instead of that he gave me some more lengths of pipe. After that my house was repaired by the board of health, and they put a veranda and steps.

Q. After a reasonable time had elapsed after you had made your

complaint, did you at any time apply to Mr. Reynolds, of the board of health?—A. This was done only the last few days. I told Mr. Feary. He told me to go to Alapai, and Alapai told me to go to Feary.

Mr. BECKLEY. That is all.

NOTE—Makakoa wants the registration board to be residents of the precinct.

FTERNOON SPECIAL SESSION AT THE HOUSE OF ASSISTANT SUPERINTENDENT FEARY.

Present: Mr. Beckley.

(Session was held here at the house on account of Mr. Feary's illness.)

Q. Are you willing to give your opinion?—A. Yes.

Mr. FEARY was then sworn.

Mr. BECKLEY. Several charges have been made against you. First, you are charged with having discharged workmen at Waikolu on account of their political affiliations.

A. As regards the charge of dismissing men at Waikolu for political purposes, it is not so.

Q. You are charged with having taro pulled before it is ripe, spoiling an entire field without recompense as yet to the owner; with having mismanaged the poi contracts, which has caused the shortage of poi, and generally your management has been poor. Have you anything to say in regard to it?—A. I think my management has been to the best of my ability. I have done the best I could.

Q. Then you think your management has been to the best of your ability under the instructions of the board of health and the superintendent of the settlement?—A. I do. In regard to the charges relating to Waikolu, I have dismissed no men, except in accordance with orders. I have done everything to the best of my ability.

I do hereby certify that the foregoing is a full, true, and correct copy of the testimony and proceedings taken by me at Kalaupapa, Molokai, for the committees on behalf of the senate and house of representatives, acting together, being paged 1 to 88, both inclusive.

J. D. AVERY,

Stenographer of the House of Representatives.

EXHIBIT No. —.

HONOLULU, T. H., *September 29, 1902.*

Senator MITCHELL,

Chairman Subcommittee of

Senate Committee on Pacific Islands:

DEAR SIR: Inclosed herewith I hand you statement from myself on matters of public interest—some newspaper clippings, which are self-explanatory, and a statement of a private transaction, but which from its character has all the elements of public interest—all of which I hope you will find opportunity to peruse, and which I hope may assist

the Commission in its arduous work of reaching right conclusions on the mass of matters that go to make up our local "pilikias." I know that you have an onerous task before you; but have no fear as to being discharged in a manner calculated to redound to the best interests of those making their homes in these islands, and to the glory of our country and flag.

Wishing you bon voyage on your homeward journey, I remain, with kind remembrance,

Yours, truly,

JOHN EMMELUTH,
P. O. Box 573, Honolulu, T. H.

STATEMENT OF JOHN EMMELUTH.

My name is John Emmeluth. I was born in Cincinnati, Ohio. My age is 48. Have resided in Honolulu for the past twenty-four years. My occupation is manager of Emmeluth & Co., Limited, a corporation of Hawaii, dealing in household furnishing goods, sheet metal, and plumbing.

I was a member of the "committee of safety" of thirteen in 1893 and of the advisory council of the provisional government which succeeded Queen Liliuokalani in power, and as such was a member of the constitutional convention of 1894, which framed the constitution of the republic of Hawaii. I held no office under the republic of Hawaii except as a member of the labor commission appointed by the president, S. B. Dole, in 1894. On the organization of this Territory by Congress, I joined the home-rule party, then, as now, under the leadership of R. W. Wilcox; became a member of the executive committee of said party, which body corresponds very closely with the state central committee of the parties on the mainland; was elected to the house of representatives of the first Territorial legislature from the Fifth representative district, comprising the west half of the city of Honolulu and the island of Oahu; was honored by the speaker of the house with the chairmanship of the committees on judiciary, finance, and public expenditures during both the regular and extra sessions of said legislature of 1901; took an active interest in all measures contemplated to decentralize the existing forms of government and substitute them for those forms familiar to all persons brought up under American government and institutions.

Fifteen years of observation of the trend of political conditions in Hawaii had before 1893 already satisfied me of the necessity for intervention by some strong power if the Hawaiian race was to be saved from total political and physical annihilation. During this interval an aristocracy of wealth had grown up in the little kingdom of Hawaii through the privileges and immunities obtained by the reciprocity treaty with the United States, which in its avariciousness for the almighty dollar threw to the winds consideration of the ordinary safeguards, and through its selfish methods and through the exploitation of the sources for securing cheap labor gathered together a cosmopolitan element from the four corners of the globe, bringing with them all their customs and traditions, their moralities and immoralities, into close everyday contact with the natives of the soil. The low wages at which these importations were employed and the disparity of women as compared with men in the importations naturally led to a condition of things socially, morally, and industrially most deplorable in its influence on the Hawaiian race.

Dr. C. T. Rodgers, superintendent of the Hawaiian census of 1890 (now secretary of the board of education), on page 23 says:

It is to be noted that the disparity of the sexes, which has always been an unpleasantly prominent feature of our census, still continues and seems likely to continue for a great while to come.

Also page 24:

The Japanese first appeared in a separate column in 1884, and then there were only 116 of them.

It will be seen that the disparity of the sexes already alluded to not only does not diminish, but steadily increases, the proportion of females to the whole population having fallen off in twenty-four years from 45.35 to 34.75 per cent.

It will be further noticed that the steady progress in this direction has been due entirely to the influx of large numbers of foreign males unaccompanied by any considerable number of females, and these have been, until recently, almost entirely Chinamen. The Japanese, as already noted, have nearly all come within the last six years, and of the 12,369 of that nationality returned in the census 18.45 per cent are females, while of the 15,301 Chinese only 5.09 per cent are females. In the eighteen years from 1872 to 1890 the Portuguese have increased from 395, of whom only 28, or 7.09 per cent, were females, to 8,602, of whom 3,832, or 44.55 per cent, are females. It will be seen, therefore, that to the Chinese immigration is mostly due the steadily increasing preponderance of males in our population previous to the present census.

I am fully aware that this is an old story. It has been written about in the newspapers and periodicals, talked about wherever men met, agitated in public meetings, and by anti-Chinese societies and discussed in the legislature, while little or nothing new remains to be said concerning it. It is nevertheless too important and conspicuous a subject to be passed over entirely without notice in a report of this kind.

The following figures are taken from the table above alluded to in the census of 1890, the census of 1896 under the republic of Hawaii, of which A. T. Atkinson (now superintendent of public instruction of the Territory) was superintendent, and from the United States census of 1900, of which Mr. Atkinson was also locally in charge:

Percentage of females to the whole population of the nationalities herein mentioned.

Year of census.	Chinese.	Japanese.	Portugese.	Whole pop- ulation.
	<i>Per cent.</i>	<i>Per cent.</i>	<i>Per cent.</i>	<i>Per cent.</i>
1868.....	9.17	.....	.....	45.25
1872.....	5.52	.....	7.09	44.37
1878.....	3.90	.....	13.30	41.19
1884.....	4.85	15.52	45.20	36.04
1890.....	5.09	18.45	44.55	34.75
1896.....	7.32	18.68	44.17	33.48
1900.....	13.47	22.26	No report.	30.98

From page 67 of the census of 1890 I give the following figures showing the prices paid for labor in Hawaii in 1890:

Following is a table showing the average monthly wages of plantation employees, January, 1890. I have been unable to obtain the same information of more recent date:

	Skilled labor.	Contract labor.	Day labor.		
			Men.	Women.	Minors.
Hawaiians.....	\$4.67	\$16.58	\$20.64	\$12.47	.....
Portuguese.....	47.42	19.54	22.25	13.29	\$10.61
Japanese.....	41.17	15.58	18.84	10.45	.....
Chinese.....	38.87	17.61	17.47	.....	.....
South Sea Islanders.....	.....	15.82	18.56	12.37	.....
Americans.....	94.42	20.00	17.45	.....	.....
British.....	90.80	.....	18.00	.....	.....
Other nationalities.....	75.70	17.02	35.02	.....	.....

On page 70 of the census report of 1890, above referred to, criticizing the policy of assisting immigrants, the doctor further states:

The object of this arrangement is the supplying the plantations with the necessary amount of cheap unskilled labor, "main strength and stupidity," which admitted to be an essential condition of success in sugar production.

Up to the passage of the American reciprocity treaty the plantation laborers were mostly natives and so far as they can be got they seem to have been always preferred but under the great increase of the planting business, due to the treaty, the supply of native labor became entirely inadequate to the demand. For some years the main dependence was upon the Chinese, but the numbers of that nationality having reached a point which was believed to threaten a serious danger to our industry and social fabric, there was a general demand for a change of policy and Japanese have been introduced instead.

On pages 114-125, inclusive, of the Hawaiian annual for 1896, an authority on Hawaiian matters for nearly a generation and distributed by the Hawaiian government as an official handbook, is reprinted an article read before the Honolulu Social Science Club by Prof. W. L. Alexander, late surveyor-general of the republic and now in the United States Coast and Geodetic Survey Department, and whose history of Hawaii has been for years in use in the public schools of the island relating to immigration to Hawaii. In his preliminary reflections he says:

During the legislative session of 1878 the project of introducing East Indian coolies into these islands was warmly discussed. The member from Hamakua advocated the mixing of Asiatic races with the Hawaiians to improve the stock. "Look at our native island, Great Britain," said he, "the original Britons mingled with the Saxons and the Danes and the Normans, and the result was the world-conquering English race." At this point, Pilipo, a native member from North Kona, asked and was granted leave to put a question. He said: "Will the member from Hamakua please to inform us whether the Britons appropriated money to import the Saxons and the Danes and Normans?" A general laugh ensued, and the reply is not recorded. If Pilipo were now living, he would see his patriotic forebodings fully justified.

During the last forty years the chief object of every Hawaiian administration has been to supply the demand for cheap agricultural labor. At the same time there have not been wanting friends of the native Hawaiians who have advocated the introduction of people of "cognate races," who should become amalgamated with them and infuse new life into their decaying stock. Various experiments have been tried with this end in view. Nor have patriotic statesmen been wanting who have opposed the importation of male laborers exclusively, and have advocated government assistance for the introduction of families of suitable character to become permanent citizens of the State, but with only partial success.

Again, page 115:

Kamehameha III, desiring to encourage the immigration of a class of people likely to make good citizens, endeavored to obtain the consent of the British Government to the removal to these islands of all the inhabitants of Pitcairn Island, to be settled as tenants on the crown lands. The project, however, failed, because General Miller stated that his government would never allow them to transfer their allegiance and become Hawaiian subjects. It is to be regretted that this promising experiment was not tried.

On page 123 he gives statistics of the result of forty years assisted immigration. Judging from the sentiments expressed, it would be valuable to the commission to have his opinion on conditions as they now exist with a relatively much larger percentage of Asiatics. He says:

The population of the Republic in round numbers now stands about as follows:

Hawaiians and part Hawaiians	40,000
Chinese	15,000
Japanese	24,000
Portuguese, including those born here	13,000
Other Europeans and Americans	7,000
Polynesians	1,000
Total	100,000

For comparison I submit the following figures from the United States Census of 1900:

Hawaiian and part Hawaiians	37,918
Chinese	25,767
Japanese	61,111
Other nationalities, including Americans, Europeans (except negroes) ..	28,972
Negroes	233
Total	154,001

On page 123 of the above-mentioned article Professor Alexander says:

In looking over these figures it must be admitted that, as the labor commission of 1895) puts it, "The sugar interest has not improved the body politic" to any great extent by bringing settlers of the Caucasian races fitted to become citizens of the Republic. The Portuguese immigration, however, has been valuable by introducing an industrious and thrifty non-Asiatic agricultural class, such as form the backbone of any country. Many of them will become landowners on a small scale, and we may expect their children to be educated in the English language and in American principles of "liberty regulated by law." It is, therefore, to be hoped that before the door is closed against assisted immigration more of these people may become settled in the islands.

On American immigration he says:

It is strange that hitherto so little has been done to encourage immigration from the United States. As has been already stated, in order to insure the success of this Republic it will be necessary to build up and foster an intelligent middle class who understand the principles and methods of Anglo-Saxon self-government. To accomplish this desirable effect will require more systematic efforts to find settlers of this stamp and the offer of greater inducements to attract them and keep them here.

Among his conclusions, page 125, he says:

The new land law just submitted to the legislature and the admirable report of the labor commission on the coffee industry together contain the best solution yet offered of the problem how to promote American immigration of the agricultural class. Upon the solution of this problem depends the future fate of the Republic, and it will call for a high degree of wisdom and practical skill on the part of the government, as well as the active and patriotic cooperation of private landowners and capitalists during the next few years, to bring it to a successful conclusion.

Holding the views before set forth, and with a knowledge of the conditions existing, I make no excuse for my affiliation with an element primarily and honestly seeking to apply to this Territory the principles of "home rule," which is a fundamental part of the American system of government.

In support of the contention that the Government created on January 17, 1893, was not sincere in its assertion of a desire for complete annexation, I need only to point to the premeditated and persistent policy of immigration continued throughout its existence and culminating in the greatest activity during what has become known as "the transition period;" that is, between August 12, 1898, and June 14, 1900—a policy that is totally at variance with that obtaining in the country with which we sought political union in increasing the Asiatic population, as shown by the following comparative figures from the Hawaiian census of 1890 and 1896 and the United States census of 1900:

	Census of—		
	1890.	1896.	1900.
Chinese population of Hawaii.....	17,002	21,616	25,699
Japanese population of Hawaii.....	12,360	24,407	35,598
Total oriental population of Hawaii.....	29,362	46,023	61,297
Total population.....	89,990	109,020	152,000

The duplicity of the Government and its connivance with the planters' interests during this period can be better understood by your committee upon first perusing the laws and regulations restricting Chinese immigration and then figuring out the number of Chinese represented by the deposits now in the Treasury against the return of Chinese under the law. While the fund, amounting to approximately \$250,000, would be sufficient to return 7,000 Chinese plantation laborers, the report of the governor of the Territory of Hawaii to the Secretary of the Interior for the year ending September, 1900, page 16, tabulation of laborers on plantations, shows that in 1899 there was a total of but 5,969 Chinese employed, and I venture the assertion that 25 per cent of these were laborers who did not come within the requirements of the law demanding deposits. Under the provisions of the law the planters were obligated to bring in 10 per cent of European or American laborers to the other 90 per cent from other sources. They were even placed under bonds for specific performance of this condition. On page 15 of the governor's report is a table of passenger movements, 1898 to June 14, 1900, which shows an increase of 4,000 Chinese, 35,598 Japanese, and 2,066 of all other nationalities. Of "all other nationalities," not one was an assisted American immigrant, and not to exceed 15 per cent came within the agreements between the planters and the board of immigration. In other words, not more than 1 per cent of the total assisted immigrants were of American or European birth.

In summing up the labor requirements of this Territory I desire to keep the commission constantly before them the totals of Asiatics now on plantations compared with the whole number of Asiatics in the Territory. The following are the figures taken from the United States Census of 1900 and the governor of Hawaii's report of the same year:

Number of Asiatics in the Territory of Hawaii and how employed.

	Chinese.	Japanese.
Total on plantations.....	5,969	25,699
Total not on plantations and in competition with citizen labor.....	19,798	35,598
Total in Territory.....	25,767	61,297

Add to this number 3,000 Chinese registered in excess of the census by the internal-revenue department under the provisions of the organic act and you have a grand total of 89,878 Asiatics, of which the census shows 69,804 to have been males. Deducting the number of Asiatics employed on plantations (all males) leaves a total of 38,181 Asiatic males in direct competition with 32,605 non-Asiatics, about 12,000 of whom are registered voters of the Territory under the educational

qualifications of the organic act, the remaining non-Asiatics, 3,958, being, according to the governor's report, employed as unskilled laborers on the plantations.

I wish to point out to the commission in connection with these statistics the utter lack of reliable information to be obtained from sources of yearly tabulation. I notice a disposition on the part of the local government to belittle the value of statistical information, urging that the department at Washington having the oversight of such details need not seek yearly information on the various matters of public interest in this Territory. I would strongly advise urging the authorities at Washington to keep up yearly tabulations, such as were secured through the work of Mr. Omsted for a period of not less than five years. The statistics resulting therefrom would be of immense value in determining the lines on which to work out our local problems.

The foregoing comparative statistics indicate in measure that the obligations the United States assumed when annexing these islands were not confined to the mere cancellation of our financial indebtedness. They show a great moral wrong, an exploitation of opportunities created by environment along commercial lines to the utter ignoring of those higher, nobler principles which, lying close to virtue and honor, make for a pure home life, the only sure foundation for sound national life. Who is to blame?

In Thrum's Hawaiian Annual for 1890, page 106, is an analysis of the great register of voters for the years 1887-88, which shows, when considered in conjunction with the constitution of 1887, how effectively the foreign (or sugar planting) element intrenched itself in power thereby. The tables show that while the Hawaiians formed 63.95 per cent of the voters for representatives, they were only 35.54 per cent of the voters for nobles—a property qualification applying to voters for the upper house. The foreign element, which would have been in the minority under popular suffrage, was thus enabled to manipulate legislation as policy and their interests might dictate up to the time of the overthrow of the monarchy. During the existence of the provisional government and the republic of Hawaii our civilization had even more pronounced opportunities to assert itself, for as shown by the elections held during this interval the Hawaiians had been effectually disfranchised by the oath required to be taken and their loyalty to the ex-Queen. The white man in Hawaii has to shoulder in large measure the responsibility for the moral and social depravity, as well as the unfortunate industrial competition with which a vast majority of the electorate have to contend incessantly. The political history of these islands since annexation is practically a perpetuation of former conditions, with absolutely no regard for constitutional limitations except where enforced by Federal authority.

The governor, by reason of his record in the movement for annexation, had placed himself in an unenviable position in relation to the Hawaiian race. By his unwise acceptance of the position of first governor of the Territory, he was confronted with the necessity of dealing with an element which had been for seven years held in subjugation by a constant show of force by the government of which he had been the head. Through the operation of the United States Constitution and under the terms of the organic act, the Hawaiian had been placed on an equal footing with other citizens of the United States, and, by reason of numbers, for the time being at least, forms the majority element in this Territory.

Under these circumstances, the wise course for the govern pursued, to my mind, would have been one of pacification—straightforward, and hearty yielding to the inevitable and an endeavor to win the confidence of his former opponents by such as would have promptly suggested themselves to any American might have held the office. Unfortunately, the situation was vated by the overzealous activity of persons who succeeded in ing into our local affairs the party issues of the mainland and had prepared ourselves for the same by alteration of our law form with the American system of government. To make worse, the governor allied himself with one of these parties, identifying his administration therewith, but at the same time every principle which had given that party its prestige and such the mainland, thereby alienating the support of a large number that party's adherents among the voters of this Territory.

The conditions thus created are deplorable. The native element determined to hold aloof from affiliation to any great extent either of the parties known on the mainland until they have freedom from the political thralldom of the past through the institution of local self-government. With the right man at the helm years ago, the home rule party would to-day be a thing of the past. Business confidence would have been unshaken, the financial system would not have been disturbed, and needed public works would have been provided for and completed long before the writing of these lines. And the Republican party on such a record as might have been made would be looking forward to an easy victory with ability and integrity as its nominees instead of being compelled to make questionable combinations with elements which but rarely were hostile to the party and its principles. In national politics I am a Democrat, but above party considerations I feel that I am an American and as such confess my sincere regrets at the political conditions at present existing in this Territory.

The records of both houses of the legislature of 1901 and correspondence between them and the executive yield conclusive proof of the ill-concealed hostility of the governor toward any measures tending to breaking down the barriers of special privilege in this Territory. Finding itself in the majority in both houses in the legislature the home rule party, immediately after the election of 1900, through its executive committee, invited the cooperation of the other parties in the framing of bills embodying the American principles of home rule. Its overtures were turned down by the element backing the governor and the first gun of dissension was fired. Next, its executive committee appointed a subcommittee on legislation, of which the writer was chairman. Desiring information concerning various departments of the Territorial government, needed in framing legislation, and with knowledge that such reports were already prepared or in course of preparation, I wrote the governor a letter in which I certify the following to be a true copy:

HONOLULU, H. I., *December 11, 1901*

MR. S. B. DOLE,
Governor of the Territory of Hawaii.

SIR: Noticing in the published reports of the meeting of the executive conference reference to a request for information in re waterworks receipts and disbursements which I addressed to Mr. A. Brown (superintendent waterworks) and desiring to seek similar information from other bureaus and departments of the government

The original of this letter
has been forwarded to the
proper authorities for their
consideration. It is hoped
that they will be able to
bring about a settlement of
the matter.

time in the form of printed reports or other available means for transmission.

The legislature met February 20, 1901, and, to our surprise, Secretary Cooper, by direction of the governor (so the secretary stated together with his stenographer, took a position at a desk close to that of the journal clerk on the floor of the house. Consultation on this matter resulted in introducing H. R. No. 2 by Mr. Beckley, reading of which follows:

Whereas it is a fundamental principle of the Constitution of the United States that the legislative, executive, and judicial departments of the Government shall be kept separate and independent; and

Whereas Henry E. Cooper, secretary for the Territory, is occupying a seat on the floor of this house: Therefore, be it

Resolved, That the said secretary, Henry E. Cooper, be, and is hereby, requested to remove his desk from the house. (House Journal, p. 6.)

The resolution went over until February 23, third day, and was then passed by a vote of 24 to 9. (House Journal, pp. 13, 14.)

The journal goes on to say that the secretary of the Territory inquired of the speaker whether he understood the resolution to mean that the secretary was denied the privilege of being on the floor of the house, to which the speaker replied in the affirmative. Wishing to avoid any possible misconception of what was intended, the writer at this arose and explained that the secretary was denied the privilege of being on the floor of the house in his capacity as an executive officer but not in the hall as a citizen. The secretary then stated that he would leave under escort of the sergeant-at-arms, and the sergeant-at-arms performed that duty on direction of the speaker.

This action, together with the subject-matter of H. R. No. 3 (House Journal, p. 7), reciting the fact that the American flag, carrying with it the United States Constitution with its guarantees of liberty, was raised in Hawaii August 12, 1898, "since which time the people of these islands have assumed to the United States a position of filial obedience and respectful neutrality in regard to American political parties," declaring it "timely and useful to solemnly remind the present and the people throughout the Territory of the great principles lying at the foundation of the Constitution of the United States, the supreme law of the land, and which must ever be our guiding star in legislative labors, as a protest purely mercenary or class ideas against legislation, and" as the most appropriate manner on which to honor the greatest American on the eve of the anniversary of his birth (February 21), and ordering the Declaration of Independence read in English and Hawaiian and spread in full upon the journal, will indicate the spirit in which the first Territorial legislature took to its duties. H. R. No. 3 was written by its introducer, a Hawaiian, and was introduced by the youngest member of the legislature.

Pages 15 to 28, inclusive, of the journal contain the governor's message to the legislature. His references to experimental stages of county government and the dual conditions proposed in its inauguration would put the blush of shame on any American reading the same. His reference to culpability of sufferers by bubonic plague (second paragraph, p. 19) is an indictment of criminal neglect on the part of the government in not pushing the sanitary measures that were before the legislature of 1898. His recommendation for the passage of a loan act in excess of the amount required or that could legally be raised under the terms of the organic act, together with the totality

absence of any reference to revenue measures that would yield the requirements for public expenditures in some other way, evidences how poor a financier the governor actually is. Section 55 of the organic act limits the amount of loans to be made by the legislature to "1 per cent upon the assessed valuation of the taxable property of the territory * * * as shown by the last general assessment for taxation." The governor in his message (p. 17) gives the assessment for 1900 at \$97,491,584, 1 per cent of which would be \$974,915.84, and then asks for the authorization of a loan of \$1,946,900. Notwithstanding the fact that property is assessed in Hawaii at its cash valuation, the governor (p. 17) says:

I recommend the passage of a loan act for a larger amount than at present required, under which the legislature at each session may appropriate funds as may be required, thus obviating the necessity of passing a new loan bill at each session. Such a course was adopted by the legislature of 1896, and has been satisfactory.

H. R. No. 25, relating to acts of the executive during the transition period (House Journal, p. 116) and reply thereto (p. 161), together with H. R. No. 75 (pp. 212, 213), amending the above form, the steps in the episode on which I examined the governor before the commission. His reply to the amended resolution (p. 243) is a model for future legislators to copy when addressing those who presume to bank on equal rights or privileges. In closing the communication he writes:

I think this proposition covers the ground sufficiently for the needs of the house.

The house ordered the communication returned to the governor. This extreme step would probably not have been taken had not the governor's private secretary returned to the house committee on public lands and internal improvements a resolution requesting information forwarded to the governor by said committee and certified to by the chairman as a true copy (p. 142). The letter, to my mind, marks a new departure in communications between coordinate branches of the government, and for this reason I copy same in full, as follows (House Journal, p. 143):

EXECUTIVE CHAMBER, TERRITORY OF HAWAII,
Honolulu, March 16, 1901.

Hon. JESSE P. MAKAINAI,
Chairman Committee on Public Lands, etc.

SIR: I am directed by the governor to return the inclosed papers, as they are not in such shape as can be considered by him.

Very respectfully,

ALEX. G. HAWES,
Private Secretary to the Governor.

On page 189 the governor stated to the committee that—

The reason why this resolution was not in shape to be considered by me * * * is that the first resolution was not properly certified to by the clerk. It may seem a matter of little importance to you, but long experience has shown that it is best to be particular about the authenticity of papers.

Mr. Makainai then stated that he certified to the resolution, whereupon the governor said: "You should have demanded the clerk's certificate." The tone of the communication from the governor to H. R. No. 25 as amended, together with his failure to sign his official title to any communication he sent to the house, caused the house to think that it is best to be particular about the authenticity of papers," and in motion of Mr. Beckley the communication was "ordered returned to the governor with the statement that this house will not entertain

any communication that is not in proper shape" (p. 243). I quote your remarks made by myself upon the passage of the motion above referred to (as reported by the Star, one of the governor's organs), indicating the attitude of the house upon that occasion. The Star said:

Emmeluth supported the motion to return the letter. He said he was sorry of the relations existing between the house and the executive, as shown by the obvious absence of usual etiquette and the refusal to meet reasonable requirements of the house. It is because the house is in ignorance of matters determined in executive council and by the governor that we are unable to ask for information in special terms. I understand the council is to-day considering matters that ought to be referred to this house. I am sorry that these relations do exist, because I have prepared a resolution by which it was hoped to obtain from the governor his view to a continuance of this legislature in extra session. It is evident from the tenor of this communication that the relations between the governor and the house are such that we can not properly consider the subject-matter of the resolution I desire to introduce. I want to express to him regrets at the conditions existing and I hope that there may be some avenue for obtaining a better understanding.

The governor was not again heard from on this subject. Neither did he furnish at any time to the house the matter promised in his communication of March 18, in which he says:

I will furnish the house with copies of the official correspondence between the Government and its special agent, Mr. Alfred S. Hartwell, during the transitional period, as soon as they are prepared (p. 161).

As already stated, during the legislative session I was chairman of the house committees on finance, judiciary, and public expenditures, and member of joint committee on investigation of tax laws, in which several positions I had exceptional opportunities for gaining an insight into expenditures during the entire period of the provisional government and Republic and incidentally into the methods by which persons favored by the Government were protected from loss on contracts made therewith. As from the committee on public expenditures, I made a report to the legislature on April 29, from which I quote you the following figures:

Assuming the population to have averaged 145,000 during the three years covered by the appropriations, it cost a total of \$8,518,959.66, or a per capita per annum of \$19.58. In California the State cost, as shown by the last report, was \$4.66, while in the city of San Francisco, having perhaps one of the most costly of all municipal establishments, the amount of all taxes per capita was only \$8.43.

I hand you herewith part of a report submitted to the committee on public expenditures by the expert having the examination of the books in hand. The first four pages comprise appropriations for salaries that became inoperative through the going into effect of the organic act and amounting to \$441,260.35. The succeeding five pages show where the council of state, immediately upon learning this state of affairs, made appropriations increasing old salaries and inserting new ones to a total of \$535,786.82. This is an example of the character of economy practiced by what is locally known as "the best government on earth."

Quoting further from the report from which the excerpt is taken:

We found the cost to the government of maintaining the leper settlement for a biennial period amounted to \$305,205. Maintaining insane asylum, \$91,977. The attorney-general's expenses had among them incidentals such as "cigars," "meal" and "hack hire" that footed up well on the programme. His department of stationery amounting to \$2,295; stamps, \$919, and his typewriting bill was \$1,500. Sundries totaled up \$317, and ice for the period cost \$337.

One feature of every legislative session, that I am aware of, is the necessity for making appropriations for unpaid bills. At the last session

in these amounted to \$86,000. Judging from the amount of work performed by the government during the last eighteen months without legislative authorization, I should judge the unpaid-bills appropriation that will be requested of the coming legislature will total close to, if not exceeding, \$250,000. One of the matters investigated was that is known as the Pali road contract. W. E. Rowell, a relative of the governor, was up to the 1st of May, 1901, in continuous service of the government from the time of the overthrow of the monarchy. He is, like many others of the government, an honest man, in the sense that he would not knowingly put his hand in the treasury and help himself to coin. I advert to this, inasmuch as the constant cry of the elements in control of the government is "Honesty, honesty, honesty." This man Rowell was assistant superintendent of public works, and as such advertised for tenders to build a road up the valley from Honolulu to what is known as the Pali. When the bids were opened C. B. Dwight was found to be the lowest bidder, at \$29,975, for the work specified. He was required to furnish a bond of \$2,000 and commence operations building the road. After having completed it to exceed one-fifth of the same, and finding that at the rate of progress he was making he was going to lose money, Dwight communicated with the public works department, with the result that not only did they release him from his contract and allow his bondsmen to go scot-free, but turned around and hired him, his teams, and men at any work to complete the work. At the time of legislative inquiry a sum of \$75,000 in round numbers had been spent on this road, which it required three thousand and odd dollars to complete, making total cost of \$78,000 to the taxpayers for a road which had been originally contracted at less than \$30,000. In summing up our conclusions the committee recommended in part:

Our committee believes that the interests of the department of public works and the community at large would be subserved by the separation of W. E. Rowell from the administrative service of that department, and we recommend accordingly. We recommend further that a penal clause covering malfeasance in office be added to the general laws; that the amount of a bond required with a contract for public work should be not less than 40 per cent of the contract price of the work, and that one or more sureties owning unencumbered real estate in the Territory be on such bond.

The circumstances surrounding this case are worth commenting on, as illustrative of the methods and tendencies under the centralized condition of things existing in this Territory to-day. J. A. McCandless is a member of the legislature of 1898, and as such unmercifully "roasted" this same man Rowell for sundry malfeasances of a similar character to that noted in the matter of the Pali contract, though not aggregating so large a sum. Upon the organization of the Territorial government McCandless was offered the portfolio of superintendent of public works by Governor Dole, and I quote you language of the report, as follows:

Mr. McCandless permitted his anxiety to hold office to overcome both his prejudice and his judgment, and at the mandate of a superior, who was the friend of W. E. Rowell, took office under a promise, direct or implied, that the protégé of his superior should not be disturbed in the enjoyment of his sinecure.

This is by no means an isolated instance of excesses of this character. A legislative inquiry was made into conditions surrounding the awarding of contract for building a road around Diamond Head to one J. J. Meser, at \$9,700 for the total work, and signing agreements with him

at an advance of \$1,100 over and above this price, with the identical specifications attached on which the original tender was made. This was done by this same J. A. McCandless, and yet the governor sent his name to the senate for confirmation as superintendent of public works for a period of four years longer.

On March 21 the governor transmitted to both houses of the legislature a message, as follows:

Upon the approval of "An act to provide a government for the Territory of Hawaii," I requested Judge Walter F. Frear, of the supreme court, to prepare a revision of the Hawaiian laws as affected by such act, etc.

The item of \$8,000 in the estimates for "compiling and publishing revised laws" was intended to cover \$2,000 for the work of compiling and revising, about \$500 for translating into Hawaiian, \$5,000 for publishing in both languages, and \$500 for incidental expenses, including proof reading and preparation of an index and table of contents.

I recommend that the legislature take measures to acquire Judge Frear's revision which is now substantially complete, and enact the same at the present session as part of the Hawaiian code and provide for publication thereof.

SANFORD B. DOLE

EXECUTIVE CHAMBER, *March 21, 1901.*

In criticising this action of the governor the majority of the judicial committee of the upper house said in part in their report thereon as follows:

This is the first instance in which an individual has been enterprising enough to undertake a revision of the laws without prior legislative authority so to do, and it is singular indeed that the governor should have failed to direct the attention of the legislature to so important a matter in his first and general message, and it is equally singular that the chief justice (Judge Frear) should have preserved entire silence upon the matter in his report to the legislature.

It is customary in all of the United States, as well as in the Territories, for a revision or compilation of laws to be effected by a special act of the legislature authorizing such revision or compilation to be made by a commission appointed for that purpose by either the legislature or the governor.

Further comment is unnecessary.

The following newspaper articles are filed with your committee for your information on existing conditions in the Territory without comment from me:

Open letter to Governor Dole on the bribery charges made by the governor against the legislature. (Bulletin, May 3, 1901.)

Judge Morris M. Estee on Chinese exclusion laws and their purpose. (Star, November 10, 1900.)

Importance of small farms. (Editorial, Republican, November 16, 1900.)

Local conditions. (Republican, May 9, 1901.)

Abuses of liquor laws by the Dole government. (Republican, April 4, 1901.)

Also copy of Hawaiian laws and regulations restricting Chinese immigration, published by the Chinese bureau, department of foreign affairs, 1896.

I also desire to submit my official certificate of election as a member of the legislature, signed by the high sheriff of the Territory of Hawaii in accordance with existing Hawaiian law, a copy of my appointment as a member of the tax commission authorized by the legislature, and a copy of the concurrent resolution under which the commission was appointed.

The reduction of revenue as mentioned by the governor of the Territory in his message, together with the methods of assessing and collecting taxes, the total absence of reliable information as regards real property throughout the group outside of Honolulu, all pointed to the desirability of creating such a commission and yielding it sufficient funds to make its work effective. The joint committee on investi-

ion of tax laws, working through the legislative session, found great hardship in collecting reliable data concerning the industrial conditions of the Territory. What it did collect is represented in part in a tabulation which is submitted herewith for the information of the commission. Lack of time prevents my putting the matter into more condensed shape or neater form, but I feel that such value attaches to the general information contained that I can not permit these minor matters to stand in the way of my presenting the facts to your commission. The list of questions on which the answers are based is attached to the back of the tables. The variety of answers given—for instance, taking question 5, which is cost of cultivating cane per acre per crop—is answered by the different plantations all the way from \$65 to \$300 per acre. The statistics as to land under control of the different plantations are interesting as illustrating the fallacy of the leasehold system as now conducted by the Government. I would call your attention to 2,800 acres of land leased by E. Lindemann in the year 1891 on the island of Kauai at a rental of \$800 per annum; term of lease, thirty years. Two thousand six hundred acres of this land were sublet to Lihue plantation in 1899 for the sum of \$10,000 per annum, thus netting Lindemann \$9,200 per year and a homestead of 200 acres reserved. While admitting that this is among exceptionally favorable leases, still it indicates the necessity for change in the general law. I thoroughly believe in the perpetual lease system as the best means for working out the problems we have in these islands—to yield a man perpetual right to the use of the land on condition that he live on it, cultivate it, and pay his taxes, coupled with the privilege of at any time disposing of his improvements to anyone else that will continue the agreements under the original lease; that is, would live on the land, cultivate it, and pay his taxes. This, to my mind, is the only bar to encroachments by capitalists and speculators and the only preventive of absorption by large corporations. In conclusion, I would like to see the commission recommend changes in the organic act:

First. Permitting any citizen of the United States, regardless of previous residence in the Territory of Hawaii, to serve as governor of said Territory.

Second. Permitting President like discretion in the appointment of judges in the Territory.

Third. Permitting appeals from the local supreme court to United States courts.

Fourth. Such modification of the land laws of the Territory or direct control by the United States authorities as would yield to bona fide settlers opportunities for homesteading on a liberal scale.

Fifth. I am a thorough believer in the nationalization of the water rights of this Territory, and sincerely view with unfeigned alarm the tendency to yielding up these valuable concessions to private corporations for any consideration.

Sixth. The Government should, as rapidly as possible, bring under its direct control all wharves and landings in this Territory. For this reason I look on the transfer of water-front property from the Territorial government to the Oahu Railway and Land Company as an unwarranted, fraudulent transaction.

Seventh. In the matter of labor, you will readily glean from the character of statements made and the tabulations submitted that I am one of those who feel firmly convinced that there is already too much Asiatic labor in this Territory; that the sacrifices made in the past for

the sake of the upbuilding of a single industry should not be continued if our civilization and the American farmer are to have a ghost of a show in the future of this Territory. Take the tabulations as made by the committee on taxation, to which reference is made above, and analyze them as they should be analyzed, segregating the mill costs from the actual field-labor costs, giving that labor an equal opportunity with the capital that is invested in the mill, and the average American farmer could cultivate cane in the Tropics at a profit 10 to 1 of what is yielded him in his cultivation of the corn fields of Kansas or wheat fields of Minnesota. All that is needed is a guarantee of a reasonably uniform water supply and there is hardly an acre of land in this Territory but what would net a farmer \$150 to \$200 per acre. In connection with another matter I will submit you a statement signed by the treasurer of one of our large sugar agencies reporting on conditions in the company, which owns 145 acres of land and having a contract with an adjoining plantation to grind cane, the company turning off of 70 acres in 1900 cane that netted them in sugar a profit of \$39,500. Should the commission consider the information of value it would be willing to assist them by a tabulation of the labor employed on plantations that will show what a relatively small figure this item of labor really cuts in the general expenditures of sugar corporations.

Eighth. The franchise and residence qualifications for voting and serving in office.

I do not believe in further limiting nor yet further extending the franchise under which the residents of this Territory now exercise their privilege. I believe in shortening the term of residence necessary to become a citizen of the Territory, as well as the term of residence now required for holding office, and in abolishing the age limit for eligibility to hold Territorial offices. In other words, I believe in Americanizing this community as fast as God and the conditions will permit. You must admit that we have unique local conditions and a most cosmopolitan population, which of necessity will mean in the near future a large accession of voters from the native-born of these various races. Under the conditions which would be created through the adoption of local self-government and a firm attitude on the question of immigration in this Territory, the future of these islands need not be despaired of. The Americans of this Territory wish you God-speed in the work you have undertaken coupled with your mission to these islands. That your recommendations will make for the betterment of the Territory and its permanent interests is the sincere hope of

Yours, truly,

JOHN EMMELUTH,
P. O. Box 573, Honolulu, T. H.

HONOLULU. *September 29, 1902.*

EXECUTIVE CHAMBER, TERRITORY OF HAWAII,
Honolulu, January 3, 1900.

Mr. JOHN EMMELUTH,
Honolulu, H. T.

SIR: I have received your letter of December 11, requesting information upon a variety of subjects.

The mass of information desired is so considerable that its preparation would seriously interfere with the work of the different departments.

bureaus, which are at the present time pressed with extra work in the preparation of estimates and reports for the information of the next legislature.

Much of the information you ask for will doubtless be furnished in such reports, and legislative committees will be able to collect such additional information from the different departments as may be necessary to the work of the legislature.

Very respectfully,

SANFORD B. DOLE.

When the organic act went into effect on June 14, 1900, the following appropriations for salaries became inoperative, the offices which they represent being either absorbed into the federal system or entirely gone away with.

There are also a few items of permanent settlements which, owing to the death of the beneficiaries, are now useless.

These changes will prevent further expenditures from certain existing appropriations, the unexpended balances of which are as follows:

Salary of President.....		\$18,566.67
Permanent settlements.....		10,720.00
Queen Dowager Kapiolani.....	\$4,000.00	
Kaiulani.....	6,000.00	
F. W. Fehlbehr.....	720.00	
Judiciary department.....		52,808.42
Salary chief justice.....	11,000.00	
Salary first associate justice.....	7,736.30	
Salary second associate justice.....	7,736.30	
Salary first circuit judge.....	6,189.27	
Salary second circuit judge.....	6,189.27	
Salary circuit judge second circuit.....	4,641.67	
Salary circuit judge third and fourth circuits.....	4,673.94	
Salary circuit judge fifth circuit.....	4,641.67	
Department of foreign affairs.....		44,753.33
Salary minister of foreign affairs.....	9,283.33	
Salary secretary.....	3,713.33	
Salary clerk executive council.....	2,500.00	
Salary envoy at Washington (Aug. 12, 1898).....	12,000.00	
Salary secretary of legation (Aug. 12, 1898).....	8,400.00	
Salary consul-general, San Francisco.....	7,000.00	
Salary clerical aid, San Francisco.....	1,856.67	
Postal bureau.....		137,436.60
Salary postmaster-general.....	4,641.67	
Salary deputy postmaster-general secretary.....	3,094.64	
Salary superintendent postal savings bank.....	3,167.00	
Salary postal money-order department.....	3,094.64	
Salary clerks.....	41,486.34	
Pay of postmasters.....	44,708.57	
Pay of mail carriers.....	37,243.74	
Bureau of customs.....		170,941.55
Salary collector-general.....	4,641.67	
Salary deputy collector-general.....	4,177.50	
Salary three entry clerks.....	6,034.18	
Salary three statistical clerks.....	6,498.35	
Salary of port surveyor, Honolulu.....	3,094.64	
Salary of storekeeper.....	1,856.67	
Pay of appraiser.....	3,249.17	
Pay of assistant appraiser.....	2,320.84	
Salary customs gauger and tester.....	2,320.84	
Salary two examiners.....	3,864.96	
Salary appraiser's storekeeper.....	1,856.67	
Pay of Chinese and Japanese invoice inspectors.....	1,895.01	
Pay of assistants customs warehouses.....	6,474.23	

Bureau of customs—Continued.		
Pay of customs inspectors, Honolulu.....	\$23, 111. 95	
Pay of customs guards, Honolulu.....	46, 757. 18	
Pay of assistant guards, all ports.....	8, 252. 91	
Salary collector, Kahului	2, 320. 83	
Salary port surveyor, Kahului.....	1, 547. 60	
Pay of customs guards and inspectors, Maui.....	9, 311. 10	
Salary collector, Hilo	2, 320. 83	
Salary port surveyor, Hilo	1, 547. 60	
Pay of customs guards and inspectors, Hawaii	8, 667. 40	
Salary collector, Mahukona and Honoipu	1, 392. 50	
Salary collector, Waimea and Koloa	498. 17	
Salary collector, Kailua and Kealahakua	309. 64	
Salary one entry clerk and bookkeeper	3, 385. 00	
Salary one statistical clerk	2, 256. 67	
Salary collector, Lahaina	501. 67	
Salary one collector, Hana	526. 67	
Salary one collector, Molokai.....	464. 17	
Pay of customs guards and inspectors, Molokai	593. 75	
Pay of customs guards and inspectors, Kauai	2, 234. 00	
Salary inspector Chinese and Japanese immigration....	2, 820. 84	
Pay of Chinese and Japanese interpreters	3, 836. 34	
Bureau of immigration.....		\$6, 034. 20
Salary of inspector.....	\$2, 713. 35	
Salary of secretary.....	2, 320. 85	
Total		441, 260. 35
Unexpended balance, December 31, 1900		1, 709, 717. 28
Less items in appropriation bills now inoperative, as above.....		441, 260. 35

Balance available for salaries and pay rolls for the year 1901, "in the due proportion of the amount appropriated for the time elapsed" 1, 268, 456. 93

(Act 3.) This additional appropriation for salaries and pay rolls for the current period, amounting to \$535,786.82, may be classed under two heads—increase of sundry items in act 60 and the introduction of new items—which for convenient reference have been arranged as follows:

	Increase.	New.
Judiciary:		
Salary messenger, clerk's office, Honolulu.....		\$960. 00
Salaries acting circuit judges.....		1, 000. 00
Salary second district magistrate, Honolulu.....		2, 800. 00
Salary clerk and interpreter, Honolulu district court		1, 800. 00
Traveling expenses substitute district magistrate:		
First circuit.....		200. 00
Second circuit.....		200. 00
Third circuit.....		200. 00
Fourth circuit		200. 00
Fifth circuit		200. 00
Salary assistant clerk and messenger, third and fourth circuits.....		1, 200. 00
Traveling expenses district magistrate, South Hilo		400. 00
Finance department, general:		
Salary deputy auditor (6 months)	\$1, 200. 00	
Clerical assistance to auditor (6 months)	4, 000. 00	
Bureau of taxes:		
Salaries and commissions of deputy tax assessors and collectors.....	25, 000. 00	
Salaries and commissions of deputy tax assessors and collectors, Hawaii, 1899	3, 381. 32	
Postal bureau:		
Salary of clerks	16, 200. 00	
Pay of postmasters.....	15, 620. 00	
Pay of mail carriage.....	9, 000. 00	
Pay of mail carriage, unpaid pay roll 1899.....	40. 00	
Bureau of customs:		
Pay of assistants, customs warehouses	960. 00	
Pay of customs inspectors, Honolulu	79. 66	
Pay of customs guards, Honolulu.....	27, 500. 00	

	Increase.	New.
Bureau of customs—Continued.		
Pay roll pilots' boats.....	\$5,000.00	.....
Pay of assistant guards, all ports.....	2,000.00	.....
Pay of customs guards and inspectors, Maui.....	6,000.00	.....
Pay of customs guards and inspectors, Hawaii.....	6,000.00	.....
Salary collector, Waimea and Koloa.....	200.00	.....
Pay roll pilot's boats, unpaid pay rolls 1899.....	2,215.25	.....
Pay of customs guards and inspectors Hawaii, unpaid pay rolls 1899.....	246.25	.....
Salary 1 entry clerk and bookkeeper.....		\$3,600.00
Salary 1 statistical clerk.....		2,400.00
Salary 1 pilot, Honolulu.....		4,800.00
Salary collector, Lahaina.....		600.00
Salary collector, Hana.....		600.00
Salary collector, Molokai.....		600.00
Pay of customs guards and inspectors, Molokai.....		600.00
Pay of customs guards and inspectors, Kauai.....		2,400.00
Salaries 2 assistant harbor masters, Honolulu.....		6,000.00
Salary inspector Chinese and Japanese immigration.....		3,000.00
Pay of Chinese and Japanese interpreters.....		4,080.00
Attorney-general's department:		
Pay of police—		
Hawaii.....	10,000.00	.....
Maui.....	10,000.00	.....
Kauai.....	7,000.00	.....
Oahu.....	25,000.00	.....
Pay of jailers, guards, and lunas of prisons.....	5,000.00	.....
Department of public instruction:		
Traveling expenses for inspector-general.....	400.00	.....
Traveling expenses for normal instructor.....	400.00	.....
Support of public schools.....	150,000.00	.....
Interior department:		
Salary stenographer, typewriter, and recording clerk.....		3,000.00
Pay of poundmaster, Honolulu.....		840.00
Bureau of survey:		
Salary of draftsman.....	300.00	.....
Salary of meteorologist.....		2,400.00
Bureau of conveyances:		
Salaries for additional clerical work.....		4,730.00
Bureau of waterworks:		
Salary superintendent Wailuku waterworks.....	210.00	.....
Salary first assistant clerk.....		2,400.00
Pay roll high lift pump, Beretania street.....		1,900.00
Bureau of public works:		
Salary draftsman and assistant superintendent.....		3,600.00
Pay of light-house keepers.....	539.00	.....
Salary superintendent Lahaina waterworks.....		420.00
Board of health:		
General expenses, pay roll.....	12,960.00	.....
Salary food inspector (6 months).....	1,050.00	.....
Salary city sanitary officer.....		4,200.00
Salary bacteriologist.....		4,800.00
Salary executive officer.....		5,400.00
Removing garbage and operating excavators, pay roll.....		59,040.00
Pay of inspectors of plumbing.....		6,000.00
Operating garbage crematory, pay roll.....		4,200.00
Operation steam vessel, pay roll.....		10,800.00
Forests and nurseries:		
Pay of laborers, Makiki and Nuuanu.....	1,608.00	.....
Pay of laborers, nurseries.....	264.00	.....
Pay of chief forester (6 months).....	1,200.00	.....
Fire department:		
Honolulu fire department, regular pay roll.....	23,250.00	.....
Additional month's pay.....	2,425.00	.....
 Amount of increased items.....	 384,136.82	.....
Amount of new items.....		151,650.00
 Total increase for salaries and pay rolls, as per act 3, passed by the council of state, April 30—May 15, 1900.....	 	 535,786.82

HONOLULU, T. H., *June 22, 1901.*

Hon. JOHN EMMELUTH,
Representative from the Fifth District.

SIR: By the terms of house concurrent resolution No. 5, providing for a special committee on taxation (copy of which resolution is herewith inclosed), I take pleasure in naming you as chairman of said committee.

I have named Representative A. G. M. Robertson, of the fourth district, and Representative Jesse P. Makainai, of the fifth district, as your associates from the house of representatives.

Yours, truly,

JOSEPH A. AKINA, *Speaker.*

CONCURRENT RESOLUTION.

Be it resolved by the house of representatives, the senate concurring
That a commission of five members of this legislature be, and the same is hereby, created for the purpose of investigating the system of taxation and reporting upon plans looking toward an organization of the same.

That this commission shall consist of two senators to be appointed by the president of the senate, and three representatives to be appointed by the speaker of the house.

That it shall be the duty of such commission to report to a subsequent session of this legislature or to the first session of the next legislature a report upon its findings and a bill embodying such recommendations as the commission may determine.

That said commission shall have power to send for persons and papers, to examine them, to administer oaths, and to hold session whenever or wherever a quorum, consisting of a majority of its members, shall be present.

That this commission shall be authorized to employ a clerk and to make such examinations other than in Honolulu that it may elect either by the commission or a subcommittee of it.

That any printing or stationery that may be needed by this commission shall be furnished by the secretary of the Territory, and that the superintendent of public works shall furnish office accommodation and supplies to said commission.

We hereby certify that the above resolution has passed the house of representatives, Territory of Hawaii, this 30th day of April, 1901.

JOSEPH A. AKINA, *Speaker.*

Clerk House of Representatives.

We do hereby certify that the foregoing resolution was duly passed by the senate of the Territory of Hawaii this first day of May, A. D. 1901.

S. E. KAINE, *President.*

EDGAR CAYPLESS,
Clerk of the Senate.

CERTIFICATE OF ELECTION.

I, Arthur M. Brown, high sheriff of the Territory of Hawaii, do hereby certify that John Emmeluth, esq., was, on the 6th day of November, 1900, duly elected a representative for the Fifth election district for a term expiring on the fourth day of November, A. D. 1902.

Witness my hand this 7th day of November, 1900.

[SEAL.]

ARTHUR M. BROWN,
High Sheriff of the Territory of Hawaii.

EXHIBIT No. —.

STATEMENT OF J. EMMELUTH IN RE WATER RIGHTS IN WAHLAWA,
WAIALUA DISTRICT, OAHU.

The undersigned, a native of Cincinnati, Ohio, and resident in these islands for twenty-four years, requests permission to submit the following statement of facts to the subcommittee on Pacific Islands and Porto Rico of the United States Senate:

During the year 1899 I secured certain leases on lands in the district of Waialua, island of Oahu, Territory of Hawaii, for the term of fifty years, which leases in part comprise the lands abutting on the north Kaukonahua, on the bank opposite what is known as Waihiawa colony. In securing these several leases I was in active competition with the Waialua Agricultural Company and its agents, Messrs. Castle & Cooke, Limited, J. B. Atherton being president, W. A. Bowen, treasurer, and E. D. Tenney, secretary of the agency, as well as of Waialua Agricultural Company.

A. E. Nichols, of this city, was associated with me in the enterprise, and we sought a lease of forest land belonging to the Bishop estate, a local corporation having offices in this city. In securing this lease we again competed with the Waialua Agricultural Company to the extent that the Bishop estate concluded to put up a conditional lease for a term of twenty-one years of the forest land under their control at auction, which was done the latter part of 1899. The only competitors at said sale were the Waialua Agricultural Company and the interests represented by myself. The upset price was an offer which had been made of \$1,750, the lease being finally knocked down to the interests represented by myself at a rental of \$5,500 per annum; this after active and persistent competition by the manager of the Waialua Agricultural Company, Limited.

Having secured this lease, and deeming it absolutely essential to the success of the enterprise we were developing to secure rights in the adjoining forest lands, which belonged to the government, the undersigned, on August 24, 1900, addressed a letter to Mr. Wray Taylor, commissioner of agriculture, embodying a request for stream rights under conditions therein named, the lands and stream referred to being a branch of the Kaukonahua stream hereinbefore mentioned. This letter is marked "Exhibit F." No response being received to said letter, and accidentally learning, on the morning of September 5 following, of efforts being made by the Waialua Agricultural Company to forestall us in the matter of securing any rights in this stream bed from the government, and that the matter was then being discussed by the governor and his executive council in secret session, I immediately wrote the letter addressed to the governor of the Territory and submitted herewith as "Exhibit G," in which I called his attention to the letter previously written to the commissioner of agriculture. I was thereupon invited by the governor to meet him in his office at the capitol and there discuss with him the matters of water rights in the stream in question. At this meeting the governor handed me a copy of an agreement which he admitted was being considered in executive council, which copy as handed me is herewith submitted as "Exhibit H."

The governor at that time stated that the company to be formed under the terms of the agreement mentioned above was to be incor-

porated for \$750,000. Of this sum \$250,000 was to represent the already acquired water rights of the Waialua Agricultural Company, \$250,000 the interests of the promoters of the Wahiawa colony as therein set forth, and \$250,000 the cost of construction of the proposed dams and reservoirs. On the very day of my interview in question Mr. J. B. Atherton, president of the Waialua Agricultural Company and of Castle & Cooke, its agents, secured from George Galbraith, the owner of one of the properties under lease to our company, an assignment of his right in the said lease during the term thereof in consideration of a guaranty of the annual rental.

Owing to our inability to cultivate these lands on account of disputed water rights, we were subject to heavy drafts for rental without income, and the sole object of securing the assignment of this lease was to assist the Waialua Agricultural Company in promoting its case before the governor and his council. In consequence of action taken by Mr. Atherton, a suit was instituted involving a decision of the 1,000-acre land clause in the organic act, which was decided against our company.

In the course of conversation with the governor he assured me of the appreciation of the purposes of our company as outlined to him by myself and of his intention to permit the entire matter to remain in abeyance until a written proposition could be submitted by our company embodying the details discussed by us. Notice of the governor's expression and request as above was acknowledged by our company (the Wahiawa Sugar Company, Limited) in a letter dated September 10, 1900, addressed to the governor and submitted as "Exhibit J." On September 12, 1900, the proposal itself was submitted to the governor in a letter, a copy of which is submitted as "Exhibit K." We respectfully request careful perusal of this letter and consideration of the colonization propositions, the future labor conditions, and the terms on which we requested rights in the stream as therein outlined and a comparison of them with the agreements finally reached in disposing of this water.

A few days after submitting this letter the Wahiawa Sugar Company, Limited, was informed through outside sources that employees of the Waialua Agricultural Company were cutting timber and clearing land in the government forest belt—a line of action in conflict with the statements made to the undersigned by the governor during our interview above noted. Under date September 17, 1900, we wrote the governor bearing on this subject a letter marked "Exhibit L." Bearing same date the governor made reply to this letter ("Exhibit M") which directly controverts statements made to the undersigned during our interview. On the 19th our company again asked similar concessions as those granted the Waialua Company in a letter a copy of which is shown as "Exhibit N," the governor replying thereto in a letter the original of which is submitted as "Exhibit O," wherein studiously ignoring common terms, he makes a further play for time. Our company made reply in letter dated September 24, 1900 (see "Exhibit P"), explaining what a "grade line" was and repeating our request for right to enter the forest land. On the same date the governor's private secretary gave notice to the undersigned of a hearing to be given the Wahiawa water question four days later, original of this being "Exhibit Q." On the 26th, two days after, the under

signed wrote the governor's secretary for information ("Exhibit R"), to which letter no reply was received.

The matter seems thereupon to have remained in abeyance until the spring of 1901, when the undersigned, having been elected to the Territorial legislature in the interval, during a legislative session and while in his seat in the house of representatives was handed a letter from the governor dated March 27, 1901, original of which is herewith submitted as "Exhibit S." Owing to my membership in the legislature I felt it desirable to refrain from any personal negotiation in the company's interest on the subject mooted by the governor. I therefore passed the letter to E. A. Nichols, president of the Wahiawa Sugar Company, Limited, who thereupon communicated with the governor in a letter dated April 1, 1901, a copy of which is herewith submitted as "Exhibit T." Reply to this was made by the governor on the day following in a communication submitted as "Exhibit U." The pencil memorandum to which reference is made in the letter of the governor is herewith submitted as "Exhibit V." Reply to the letter last above referred to was made by E. A. Nichols in a communication bearing date April 4, 1901, containing the final proposal of the Wahiawa Sugar Company, Limited, and concluding with a request that, if there was to be competition for the privileges requested, the government put the same up at public auction in accordance with the law governing the leasing of government land. This letter is marked "Exhibit W," the final proposition and any further consideration of the matter being turned down by the governor in a letter dated April 8, 1901, original of which is marked "Exhibit Y."

In consequence of the attitude of the governor and the ability of the Waialua Agricultural Company, through the chain of circumstances thereby created, to prevent any operation in the lands under lease by reason of the advantages of information in advance, as evidenced in securing assignments of the rights under the lease by J. B. Atherton and his ousting us from the Galbraith leaseholds for failure to pay rent (the resources of those promoting our company having been exhausted in the interval), the conditions thus created were of a character to cause unfavorable criticism of the entire proposition, with a result that it was impossible to secure financial assistance on any terms whatsoever in furtherance of the work originally mapped out by our company, and in consequence we were obliged to make settlement of our agreements as best we could. We were obliged to pay the Bishop estate \$5,000 cash consideration for release from further obligation under the lease from them and a cancellation of said lease and made voluntary surrender of all rights under other leases, a total of 14,000 acres, the property of the Holt estate.

These several acts involved great financial sacrifices on the part of those interested in the enterprise, forced E. A. Nichols into bankruptcy, and very seriously involved the undersigned.

Summing up the facts, I submit that the conclusion which must be reached by fair consideration of the same is that the governor used his office to promote the interests of the Waialua Agricultural Company, under the guise of assisting the Wahiawa colonists. I submit that a vein of direct prevarication runs through the entire correspondence of the governor; that he knew from the first that the concessions of which we complained in regard to cutting of timber and grade line in the government forest were matters of agreement between the

Waialua Agricultural Company and the executive council in secret session; that he knew at the time of his interview with the undersigned, prior to September 10, that these concessions had been granted and yet refrained from a single reference to same during the entire discussion of the matter, which is shown above. He concluded with the request for submission by our company of our plans for obtaining water for irrigation purposes, and dismissed the undersigned with the statement that the government contemplated doing nothing in negotiations until our company had been given opportunity to submit proposals. As a matter of fact, the Waialua Agricultural Company had a large force of workmen cutting the grades along the proposed ditch line at the time of the interview mentioned.

The governor, in his letter of September 17, betrays an amount of willful bias and disregard of the common equities and amenities between man and man, and totally insincere in all these negotiations had with our company, and which from first to last were conducted in a spirit to invite indignation and criticism from those interested with myself.

The results to be secured being a vital necessity to the practical success of our enterprise, we, in all our proposals to the governor endeavored to be considerate of the public interests and of community conditions, as documents submitted will indicate. I regret that A. E. Nichols is not now a resident of this community, and for this reason is not able to personally appear in support of the contentions herein made.

I submit herewith final agreements reached between the government, Wahiawa colony, and Waialua Agricultural Company, marked "Exhibit Z." Any further information desired and that is in my possession will be placed at the command of those investigating this matter.

Without further interest at this time than a desire to see every opportunity created to give the small farmer a footing in this Territory, I ask the intercession of the commission to the end that if the agreements of the governor in this matter can not be set aside the same be at least modified to the end that any bona fide holder of land which he desires to cultivate may have equal privileges under like conditions as the Wahiawa colonists, outside of the persons promoting this enterprise.

Thanking the commission in advance for any consideration given this matter, I remain,

Yours, respectfully,

JOHN EMMELUTH,
P. O. Box, 573, Honolulu, T. H.

EXHIBIT F.

AUGUST 24.

Mr. WRAY TAYLOR,

Commissioner of Agriculture, Honolulu.

DEAR SIR: The undersigned desires to secure in what was formerly the school lands, and now under the government control, a right to make storage reservoirs and to erect necessary fluming, ditches, or tunneling, as circumstances may require, for bringing water from the reservoirs so located onto the lands below and occupied by our com-

pany. In consideration of a concession of this character we would undertake—

First. To fence the lands as near cattle and hog proof as conditions will permit.

Second. To make a systematic and thorough cleaning out of wild hogs and cattle now roaming on the lands and destroying trees of small growth.

Third. To place in charge a competent forester and three assistants entirely at our own expense whose duty shall be to clear the lands of *lantana* and other noxious underbrush and to replant such portions as have been denuded by fire or other cause and to prevent such wanton destruction of the forest in future.

All work covered by agreements herein to be performed to the satisfaction of the commissioner of agriculture or his authorized agent, and replanting of lands to be accomplished in such manner and with such plants as the commissioner may direct or furnish.

We do not feel that we can pass money consideration for the privileges herein sought, as the expenditures for a considerable period of time will be of an extraordinary character.

Believing that the agreements covering the action herein requested of you will be mutually beneficial, and submitting blue prints of the lands in question, showing their relation to adjoining premises, we remain,

Yours, truly,

WAHIAWA SUGAR COMPANY, LTD.,
Per JOHN EMMELUTH.

EXHIBIT G.

SEPTEMBER 5—10 a. m.

Mr. S. B. DOLE,

Governor of the Territory of Hawaii.

DEAR SIR: I have just learned of an application, by parties in Waialua district, for water rights in the stream of Kaukohanua.

Having, in common with others under the associated name of Wahiawa Sugar Company, extended interests on lands adjoining this stream bed and adjacent to the government land above, I would respectfully suggest that if the government is to consider the matter of water rights therein any action proposed should be taken at a meeting called for that purpose and at which opportunity may be given for all parties interested to be heard.

With a view to conserving such rights as we may be entitled to, and with due consideration and knowledge of the desirability of conserving the forests under government control, our company made a written proposition to the commissioner of agriculture, Mr. Wray Taylor, on the matter, and which we would be very pleased to have you read, as it would in measure indicate our attitude in the matter.

Yours, truly,

JOHN EMMELUTH,
For Wahiawa Sugar Company.

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EXHIBIT I.

HONOLULU, H. I., *September 8, 1900.*JOHN EMMELUTH, Esq.,
Honolulu.

DEAR SIR: I hereby notify you, acting as the attorney and in the interests of Mr. George Galbraith, that he has leased the whole of his holdings situated in the Waialua district, on this island, to Mr. J. B. Atherton, and has also assigned all his interests under the lease and agreements made with you to Mr. Atherton, and you will hereafter make all settlements with him for rent, he having nothing more to do with the property in question, except the 50 acres which have been reserved by him.

It is my opinion that you will find Mr. Atherton as good a landlord as was Mr. Galbraith.

Yours, very truly,

CECIL BROWN.

Mr. McCLANAHAN:

Above communication is self-explanatory and affords a clue to the reason why I could not see Mr. G. on Saturday after leaving you.

Yours, truly,

EMMELUTH.

HONOLULU, *October 29, 1900.**The Wahiawa Sugar Company, Limited, to J. B. Atherton, Dr.*

1900.

October 28. To six months' rent, from October 28, 1900, to April 28, 1901, of land at Waialua, island of Oahu, under lease from George Galbraith to John Emmeluth, dated June 2, 1899, recorded in the Hawaiian registry of deeds, in volume 211, page 41; the interest of said lessor having been assigned to said J. B. Atherton, and the interest of said lessee having been assigned to the Wahiawa Sugar Company, Limited..... \$500.

Received payment,

HONOLULU, *November 1, 1900.*The WAHIAWA SUGAR COMPANY, LIMITED,
Honolulu.

You are hereby notified that a forfeiture has occurred of the lease from George Galbraith to John Emmeluth, dated April 28, 1899, of record in the Hawaiian registry of deeds, in liber 197, folio 27, in consequence of the failure to pay the rent under said lease, due on October 28, 1900, for six months in advance; the interest of said John Emmeluth in said lease having been assigned to you and the interest of said George Galbraith to me. And you are notified to forthwith quit and remove from the lands named in said lease and not to interfere with my possession of said premises.

J. B. ATHERTON.

HONOLULU, *January 21, 1901.*

The WAHIAWA SUGAR COMPANY, LIMITED.

DEAR SIR: You are hereby notified that I have entered into actual occupation, and now hold possession, of all of those tracts of land situated in the district of Waialua, island of Oahu, described in that certain indenture of lease from George Galbraith to John Emmeluth, dated April 28, 1899, of record in the Hawaiian registry of deeds in liber 197, folios 27-29, and in a supplemental agreement of lease between said parties dated June 2, 1900, of record in said registry in liber 311, folios 41, 42, reference to which records is hereby made for more definite description.

Said entry and possession have been made and taken in pursuance of a power of reentry reserved in said lease first above named to the said George Galbraith in case of a breach of covenant by said lessee; such breach of covenant and of the condition on which said lease was granted having occurred in consequence of the failure of you, said Wahiawa Sugar Company, Limited, the assign of said John Emmeluth, to pay to me, the assign of said George Galbraith, the rent of said premises, which was due and payable on the 28th day of October, A. D. 1900, under both said lease and said agreement, for six months in advance; and you are further notified that in pursuance of the right reserved to the lessor in said lease and agreement and now vested in me, in the contingency of such breach of condition, I did by said reentry determine and put an end to the estate created by said lease and agreement.

Respectfully yours,

J. B. ATHERTON.

A. E. NICHOLS,

*President Wahiawa Sugar Company, Limited.*HONOLULU, *March 23, 1901.*

The WAHIAWA SUGAR COMPANY, LIMITED,

Honolulu:

You are hereby requested to cancel and surrender to me that certain indenture of lease from George Galbraith to John Emmeluth dated April 28, 1899, of record in the Hawaiian registry of deeds in liber 197, folios 27-29, and also the memorandum of agreement supplemental to said lease, dated June 2, 1900, of record in said registry in liber 211, folios 41-42, the interest of John Emmeluth in said lease having passed to you by assignment and the interest of said George Galbraith, together with the right of exercising all of the powers reserved to him in said lease, being now vested for a term of fifty years in me under an instrument dated September 7, 1900, of record in said registry in liber 211, folios 227-230.

The above-mentioned lease became forfeited in consequence of failure to pay the rent therein reserved, which became due on October 28, 1900, and acting under the powers therein reserved to the lessor, I thereupon entered and took possession of the demised premises and terminated said lease. The fact, however, that this lease remains in your hands unmarked by any cancellation, and so stands on the record, constitutes a cloud upon my title to the demised premises.

You are therefore requested to cancel and surrender said lease.

Trusting that this request will receive your early attention,

I am, respectfully, yours,

J. B. ATHERTON.

Petitioner shows—

1. That by first lease G. leased to E. land, reserving the right to 40 acres, situate 3 cuds.

2. That by second lease this cut to 200, not charged.

3. That by do. E. assigned to pl.

4. That before and at the time of making the above-mentioned lease it was expressly stated by the defendant G. to E. his intention in reserving right to select the land as aforesaid was that it might be used as a homestead for his brother Hugh, and that he desired the land for no other purpose, and that if it were not used, that his intention was that nothing should be done in the selection thereof to injure the rights of any company that might be formed or was being formed to raise sugar on the land thus leased to said E.; and the said G. fully understood that said land was leased by the said E. for such purpose and that the said G. further promised that the said 200 acres should be chosen as not to interfere in any way with the right of the said E. or any sugar company to which he might assign his rights in raising sugar on the land thus leased by the said G. to the said E.; and he further promised that if he did not wish to exercise his right to reserve the 200 acres for a homestead as aforesaid, that in such case the said E. or his assigns should have the use of all the said land at the same rate as that already leased.

4. That the statement by G. of his intention in thus reserving the right to select 200 acres for a homestead and his further promise that if he did not wish it for a homestead he would not exercise his right thus to select the 200 acres, but would allow the said E. or his assigns to cultivate the same, was an essential element in inducing the said E. to enter into the said lease of all the said land and was so regarded by both parties, and the agreement in the leases actually made to pay the rent therein mentioned was in part in consideration of and was itself a consideration for the said promise of the said G., and was at the time so understood and regarded by both parties, and that the said promise of said G. was by both parties regarded and treated as a covenant in the said leases.

5. That by the said lease thus made, quiet enjoyment.

5½. That thereafter E. to W. S. Co., duly recorded, so entitled to his rights, both law and equity, all sorts.

6. That thereafter, to wit, on or about September 7 the said G. executed an instrument which your plaintiff claims is void, and for fraud whereby he attempted to convey to the said A. all his right, etc., and that the said A. had notice of each and every one of the above-named facts and looks on and holds the said proposition as such.

5¾. That thereafter, to wit, on or about September 7, 1900, the said G. notified the said E. that he had chosen the 200 acres as by the said lease reserved.

7. That these two events, to wit, the choice of the land and the assignment to A., that from this fact and other facts hereinbelow set forth, and from other information, your petitioner believes, and upon such information and belief alleges that the said incompleted choice of the said 200 acres has not been in reality on good faith made by the said G., but either directly or indirectly at the instigation and scheming of the said A.

8. That the said land is not fit and proper land to be used as a homestead, nor can it be used for such purposes or for raising crops.

of any nature, but that the said 200 acres thus attempted to be chosen are such as to include within their limits all the water upon which the place was to rely for the irrigation of its plantation, and that such fact was at the time of the choice well known to and understood by the defendants.

9. That the defendant A. is the president of the Wai Agricultural Company, which said company is bitterly hostile to your petitioner and has at all times sought, and still, to prevent your petitioner from proceeding with the cultivation of cane and the acquiring of a good and quiet title to its property, but has at all times harassed and still harasses your petitioner in all ways, and your petitioner believes, and upon such information and belief alleges, that the said A. holds said land in the interest or upon some understanding for the benefit of said Wai Agricultural Company and not for his own use.

10. That your petitioner is informed and believes, and upon such information and belief alleges and charges, that the said incompleated choice of the said 200 acres and the said attempted assignment of the said G. to the said A. of all his interest in and to the property in dispute were not made in good faith and in accord with the intent (and agreement) of the parties, but that it was done wrongly and fraudulently with no other purpose than inequitably and unconscionably to deprive your petitioner of the beneficial use of the land leased to its assignor E. by the defendant G., and to force it to give up said lease; and that such action constitutes a direct fraud upon the rights of your petitioner.

11. That inasmuch as the said 200 acres was not needed or chosen by the said E. or any other person as a homestead, the incompleated choice of the said 200 acres in manner and form as above alleged is a direct violation of the said agreement and implied covenant entered into between the said G. and his assigns and the said E. and his assigns.

12. That the incompleated selection of the 200 acres as above set forth is a direct violation of the (implied) covenant for quiet enjoyment entered into on the part of the lessor and his assigns for the benefit of the lessee and his assigns.

13. That the said choice of 200 acres has not yet been completed, owing to the failure to have the same recorded as by deed required.

14. That to allow the same to be recorded may work an irreparable wrong upon your petitioner and expose him to loss for which no pecuniary damages would be an adequate compensation, inasmuch as said recording would then give the defendant A. a clear record title which he may assign to a plaintiff against whom your petitioner would be remediless both at law and in equity.

15. That the fraudulent attempted said choice of 200 acres, &c., and fraudulent assignment by the defendant G. to the defendant A., constitute a cloud upon the title of petitioner, such as would seriously impair the value of its interests, and that the invalidity of said instruments is not apparent upon their face.

16. That your petitioner has always been and still is ready to allow the said G. to make a choice of 200 acres of homestead land and in all other respects to do whatever shall to the honorable court seem equitable in the premises.

Wherefore—

1. That the defendants may be summoned to appear and answer this complaint and be bound by the proceedings hereunder.

2. That a temporary injunction may issue forbidding the defendant or either of them, or their agents, or attorneys from recording causing to record the said choice of 200 acres.

3. That the defendant A. may be ordered to deliver up for cancellation to your petitioner as a cloud on your petitioner's title the said incorporated instrument designated 200 acres along the river as the chosen.

4. That the said defendant A. may be ordered to deliver up to your petitioner for cancellation as a cloud on your petitioner's title the said fraudulent lease and assignment to him executed by the defendant G.

5. That the defendant G., his heirs and assigns, may be forever enjoined from exercising the choice reserved to him for 200 acres said from land suitable for homestead or agricultural purposes.

And we will pray.

H. A. B., being first duly sworn, on oath deposes and says:

That he is engaged in practicing law in the offices of K. B. McC.

That he has had charge of the case of the petitioner for, etc.

That he is credibly informed and believes, and upon such information and belief alleges, that the money belonging to the said R. C. T. is under the control of her attorneys in fact.

That a portion of said money has been improperly loaned upon chattel mortgage and personal note of G. W. D., one of her said attorneys in fact.

That such a loan is an improper one to be made of trust funds, and that it would not have been made save for the unbalanced mental condition of said R. C. T.

That your affiant has searched the records of the Oahu register of deeds and has found no record of any such chattel mortgage, and to the best of his knowledge and belief the said note, if such exists, has not been recorded.

In the matter of the guardianship of R. C. T.

Motion.

Now comes the petitioner in said cause, by her attorney, K. B. McC. and moves the honorable court to reopen said cause to allow the said petitioner to prove that the money of the said R. C. T. is under the control of her attorneys in fact, and that a portion of said money has been loaned to Mr. Davis, her said attorney in fact, upon his chattel mortgage and personal security; and that said loan is an improvident and improper one for trust funds, and that such loan would not have been made save for the unbalanced mental condition of said R. C. T. and that such mortgage has not, in fact, been recorded as required by law.

1. It is admitted that the libelee may file his appeal.

This has been the uniform practice not only in cases of appeal from the district court to the circuit court, but in this court also. (Marshall, C. J., in *Yeaton v. U. S.*, 5 Cranch., 283; also *U. S. v. Preston*, 3 Pet., 57; et al., on 37

Mars & Co. Lt., cover the point explicitly; Cal. *v. Haim*, II code, § 1387,

Posleng v. Haim, Stats. 1883, § 3, p. 611, Minn. p. 566, § 5, expressly rules out our case; Mich. 3 Comp. Law, § 9065, expressly ruled out

I Stat., § 2274, expressly ruled out.

EXHIBIT J.

SEPTEMBER 10, 1900.

Hon. S. B. DOLE,

Governor of Territory of Hawaii, Honolulu, T. H.

SIR: Relative to the subject-matter of an interview by our vice-president, Mr. J. Emmeluth, with yourself during the past week, we desire to communicate further and say that at this writing we have not completed our proposition in re water of Kaukahonua stream.

We intend to have this proposition for submission at latest next Friday, until which time we hope you will permit the entire matter of disposition of surplus water in this stream to remain in abeyance.

Respectfully,

WAHIAWA SUGAR CO., LTD.

EXHIBIT K.

HONOLULU, H. I., *September 12, 1900.*

Hon. SANFORD B. DOLE,

Governor Territory of Hawaii.

DEAR SIR: In considering the matter of a further submission to yourself and executive council of a plan for supplying to our company water as may be required for irrigation of our lands we feel that we can hardly pass over the proposition already submitted through Mr. Wray Taylor, commissioner of agriculture, of date August 24, 1900, copy of which we append herewith.

In further consideration of this letter we desire to point out to you several features therein which may have been overlooked in previous considerations of the same.

We desire to call your attention—

First. To the fact that our request was not for exclusive privileges, the thought with ourselves being that we be charged with the care and preservation of such areas as our supplies would be drawn from.

In considering the subject of sources to be drawn from we desire to point out to you the vast difference between flows of the north branch of the Kaukonahua stream, bounding our land on the south side, and of the Poamoho stream, bounding same on the north side, by submitting attached herewith an estimate from actual weir measurements in these two stream beds at different times during the past fifteen months, and more particularly during the past month, by a competent engineer now on the premises.

Second. That the privileges so granted would be for a term coexistent with our keeping and performing agreements first, second, and third, as named in our said application of August 24, 1900, according to the intent thereof and no longer, this, as you may readily discern, being a far more favorable proposition to the Government than to yield the entire water rights of this stream in perpetuity at any price.

At the time of submitting the proposition above discussed we were absolutely ignorant of the fact of the Waialua Agricultural Company and members of Wahiawa colony having submitted to the Government propositions in regard to the waters of this branch of the Kaukonahua

stream. We were all the more surprised to learn, through our Mr. Emmeluth, of this action on their part, for the reason that at various times during the past fifteen months we have expressed our willingness to yield to a company which would conserve our interests such as dam sites or impounding areas as we are possessed of on equitable terms.

We believe ourselves entitled to water from the north branch of the Kaukonahua stream to the extent required by the cultivable area of our lands draining to said stream, amounting to 3,000 acres.

Concessions of water from this stream to the extent contemplated being yielded to the colonists at Wahiawa are unreasonable when considering the area of their lands draining to this stream bed. Without positive information, we would estimate that three-fourths of said colony land yields drainage to the south branch of Kaukonahua, and under logical conditions should draw its supplies therefrom.

We do not wish to attempt to point out the results to the Government from yielding agreements to one or the other of applicants, feeling that the applications as submitted speak for themselves.

We desire, however, to call your attention to one feature of the plans of our company relative to the cultivation of the Wahiawa lands which from a casual observation on your part to our Mr. Emmeluth during a recent conference on this subject leads us to believe that the proposition as we have it in contemplation will be of interest to the Government in conjunction with our application. We purpose attempting the colonization of this entire tract, an area of 4,500 acres, under conditions and on terms mutually just and equitable as between settlers and the company. We have in contemplation inviting farmers of ability to our lands in Wahiawa, yielding each family a tract of 20 acres, to be cultivated for joint benefit, and a half acre in the colony sites for home stead and truck farming. These colony sites it is our purpose to arrange along banks of the streams bordering our land, the 20-acre tracts being arranged in tiers with roadways sufficiently wide for traffic purposes between each double tier of these lots, the desire being to place the entire property in such shape as will permit of the most economical operation of the same as a whole. We shall attempt to make this exclusively a colony of citizens of the Territory or those eligible to citizenship, and our entire agreements as to division of product will be based on a ratio of the price of sugar prevailing during the period of marketing our product.

While these are advanced lines on which to attempt operation of a property so extensive as that under consideration, yet we feel that in inaugurating work on these lines we are only adopting a system of cultivation which older estates will be forced in the near future to give consideration by reason of the constantly increasing wage and exaction of what is generally known as "cheap" labor.

We do not at this time purpose detailing the terms and agreements which shall be binding as between ourselves and the people we purpose inviting to settle on our lands. Of their absolute fairness to both parties in interest we feel that we can convince yourself and the members of your council should they feel disposed at this time to grant us the privileges requested by your letter of August 28. We feel perfectly free, however, to state the fact that we desire no concessions in this direction but what shall be conditioned upon the terms of our agreement to further such colonization upon specific lines.

We trust you will give this communication and the letter herein mature consideration, and will give some member of our company opportunity to explain such detail as may not be clearly understood.

Hoping you will see your way clear to granting our request, thereby enabling us to open these lands for settlement at an early date, we remain,

Yours, most respectfully,

EXHIBIT L.

SEPTEMBER 17, 1900.

Hon. S. B. DOLE,
Governor of the Territory of Hawaii.

SIR: The undersigned were given notice, through our Mr. Emmeth, that the Government contemplated doing nothing further in re water rights in the Kaukohanua stream district of Waialua, without duly considering the water rights and privileges therein, and giving us an opportunity for the presentation of any fact and argument which we might desire to deduce in our behalf. Under the impression that this act on the part of the Government carried with it a cessation of work on the part of Waialua Agricultural Company and its agents on the Government lands above Wahiawa, we acquiesced in the decision of the Government that it desired time to consider the matter in its entirety.

We hereby give you notice that heretofore and now the Waialua Agricultural Company and its agents are actively at work cutting timber and clearing a line, preparatory to putting in a ditch, on the government lands, in the interests of our company. We ask for immediate information as follows:

Is the Waialua Agricultural Company, under any arrangement that may exist between the Government and said company, empowered to do these acts on the public lands? If not, we request of you enforcement of status quo regarding their acts. As much as the same is implied, in relation to requests by our company, we demand, in justice to the parties in interest, that the Waialua Agricultural Company and its agents be immediately enjoined from further operations in the Government lands, as herein mentioned, until such time as their rights and interests shall have been defined.

Yours, respectfully,

WAHIAWA SUGAR COMPANY, LTD.

EXHIBIT M.

EXECUTIVE CHAMBER, TERRITORY OF HAWAII,
Honolulu, September 17, 1900.

WAHIAWA SUGAR COMPANY, LIMITED,
Judd Building, Honolulu.

GENTLEMEN: Your letter of this date, referring to the action of the Waialua Agricultural Company, Limited, and others in entering on Government land mauka of the settlement at Wahiawa, has been

received. Some time ago, after negotiations had been begun with the Government, the said parties applied for a license to build a dam and make a ditch in such land, and the Government gave its consent to such parties to enter in said lands and make surveys and cut a trail. I know of no agreement or understanding between all parties against such action. It is in the interests of the Government that such a trail should be made.

Very respectfully,

SANFORD B. DOLE.

EXHIBIT N.

OFFICE OF WAHIAWA SUGAR COMPANY, LIMITED,
Honolulu, H. I., September 19, 1900.

Hon. S. B. DOLE,
Governor of the Territory of Hawaii.

SIR: Your communication of the 17th instant, in reply to our request for information regarding the privileges, if any, granted the Waialua Agricultural Company and others to enter the public domain mauka of Wahiawa and to cut a grade line therein for purposes of exploiting a site for a proposed ditch line, etc., came to our hands this day.

We thank you for the courtesy of reply to our letter, and in view of your statement that you are cognizant of and agreeable to work being done we now beg to make application for like favors to be extended to our company as have been extended to others, under like terms and agreement as those existing between the Government and the Waialua Agricultural Company or others.

We desire opportunity to duplicate the work done by the above named on the south bank of Kaukonahua stream by performing similar work on like levels on the north side of same stream, thus giving opportunity to the Government to review without prejudice both sides of the water privileges now in question.

Very respectfully,

WAHIAWA SUGAR CO., LTD.,
 G. McWHITNEY, *Secretary.*

(No answer.)

EXHIBIT O.

EXECUTIVE CHAMBER, TERRITORY OF HAWAII,
Honolulu, September 20, 1900.

WAHIAWA SUGAR COMPANY, LIMITED,
Judd Building, City.

GENTLEMEN: Your letter of September 19, asking for permission to enter the public lands mauka of the Wahiawa settlement for purposes referred to in your letter, has been received. I find that in my letter of the 17th instant permission was granted to the other parties to enter the government land for the purpose of making surveys and cutting a trail. I know of no permission granted to cut a grade line, and I do not know exactly what is meant in your letter by cutting a grade line. Will you please state exactly what you wish permission to do? You have already received permission to enter the said land and measure the water supply.

Very respectfully,

SANFORD P. DOLE.

OFFICE OF WAHIAWA SUGAR COMPANY, LIMITED,
Honolulu, H. I., September 24, 1900.

Hon. SANFORD B. DOLE,
Governor Territory of Hawaii.

SIR: We beg to acknowledge your letter of September 20, and to respectfully refer you, in reply to the same, to our letter dated September 19, regarding the privileges requested for operation in the government land, in advance of action by your excellency and cabinet upon applications heretofore made, in connection (as to our application) with the north branch of the Kaukonahua stream.

We glean from letter herein acknowledged that permission has been granted to other parties to enter the government land for the purpose of making surveys and cutting a trail. This, then, if the only privileges granted to others, is all we requested in our letter of the 19th.

The trail is what we referred to as a grade line, inasmuch as it is evidently contemplated to answer the purpose of cutting a ditch therein, and for this reason has been cut on a gradual ascent from colony lands mauka.

Very respectfully,

WAHIAWA SUGAR CO., LTD.,
 G. McWHITNEY, *Secretary.*

EXECUTIVE CHAMBER, TERRITORY OF HAWAII,
Honolulu, September 24, 1900.

Mr. J. EMMELUTH,
Honolulu, H. I.

SIR: The governor requests me to inform you that there will be a hearing of the Wahiawa water question Friday morning at 10 o'clock, September 28, in the governor's office, at which you are requested to be present.

Very respectfully,

ALEX. G. HAWES, JR.,
Private Secretary to the Governor.

EXHIBIT 1.

OFFICE OF WAHIAWA SUGAR COMPANY, LIMITED,
Honolulu, H. I., September 26, 1900.

Mr. A. G. HAWES, JR.,
Secretary to the Governor, Territory of Hawaii, Honolulu.

SIR: I am in receipt of your communication of the 24th inst., notifying me of a hearing of the Wahiawa water question at a meeting to be held in the office of the governor on Friday morning.

Can I bring an attorney with me; and is the meeting to be open to the public?

These are inquiries I desire to make inasmuch as I understand the meetings in re this matter up to the present time have been of a secret character.

Yours respectfully,

JOHN EMMELUTH.

(No answer.)

I beg to say that I entirely misunderstood the latter part of your sentence, my impression being that you referred to a proposition offered by others, the same being one held in your hand when you gave me the memorandum for me. Please allow this to explain the error in the 3 of my letter of April 1, intended as answering your question in letter to Mr. John Emmeluth, dated March 27.

We desire to submit in outline the following proposition which will direct our attorneys to draw up in proper form, if such as the government will entertain, viz:

Wahiawa Sugar Company, Limited, to be granted exclusive privilege for the term of twenty-one years (being the longest period by law for a lease of government lands) to enter mauka to mauka government land, develop water, construct dams, flumes, and do all necessary work in connection therewith.

Wahiawa Sugar Company, Limited, to fence, develop, and clear the forest.

Wahiawa Sugar Company, Limited, to recognize all rights in and to the waters of said stream so soon as such rights be legally established and determined.

Wahiawa Sugar Company, Limited, to begin work within thirty days of signing the contract and to deliver water upon lands of the colonists within one year from same date.

Wahiawa Sugar Company, Limited, to furnish by gravity to the colonists a portion of said water up to one-third of all obtained, to the colonists as they shall be willing to buy, at the rate of one-cent per miner's inch per hour for water used for irrigation purposes. One miner's inch to be deemed to be 9 gallons of water per minute.

Wahiawa Sugar Company, Limited, to pay to the government for further consideration the sum of \$500 annually and one-third of the income from sale of water to the Wahiawa colonists. Such income to be used upon the lands of the colonists.

In conclusion I beg to state that if there is competition for the privilege, which is substantially a lease of the land with certain conditions, the Wahiawa Sugar Company, Limited, would prefer that it be offered at public auction in accordance with the law governing leases of government lands.

Trusting to be favored with a reply,
Yours, very respectfully,

President of Wahiawa Sugar Company, Limited,

EXECUTIVE CHAMBER, TERRITORY OF HAWAII.
Honolulu, April 8, 1901

Mr. ALBERT E. NICHOLS,

*President of the Wahiawa Sugar Company, Limited,
Honolulu, H.*

SIR: Your letter of April 4, embodying the proposition of the Wahiawa Sugar Company, Limited, for the privilege of taking water from the Wahiawa forest land, has been received.

This proposition is declined by the government, a proposition having been received from the Hawaiian Sugar Company, Limited, for the privilege of taking water from the Wahiawa forest land, which has been accepted by the government.

I beg to say that I entirely misunderstood the latter portion of the sentence, my impression being that you referred to a proposition offered by others, the same being one held in your hand while writing the memorandum for me. Please allow this to explain paragraph 3 of my letter of April 1, intended as answering your direct question in letter to Mr. John Emmeluth, dated March 27.

We desire to submit in outline the following proposition, which we will direct our attorneys to draw up in proper form, if conditions are such as the government will entertain, viz:

Wahiawa Sugar Company, Limited, to be granted exclusive privilege for the term of twenty-one years (being the longest period allowed by law for a lease of government lands) to enter mauka Wahiawa government land, develop water, construct dams, flumes, ditches, and do all necessary work in connection therewith.

Wahiawa Sugar Company, Limited, to fence, develop, and protect the forest.

Wahiawa Sugar Company, Limited, to recognize all previously acquired rights in and to the waters of said stream so soon as such rights be legally established and determined.

Wahiawa Sugar Company, Limited, to begin work within sixty days of signing the contract and to deliver water upon lands of the colonists within one year from same date.

Wahiawa Sugar Company, Limited, to furnish by gravity such portion of said water up to one-third of all obtained, to the Wahiawa colonists as they shall be willing to buy, at the rate of one-third of 1 cent per miner's inch per hour for water used for irrigation and 4 cents for each 1,000 gallons for water for domestic purposes. A miner's inch to be deemed to be 9 gallons of water per minute.

Wahiawa Sugar Company, Limited, to pay to the government as a further consideration the sum of \$500 annually and one-third of gross income from sale of water to the Wahiawa colonists. Such water to be used upon the lands of the colonists.

In conclusion I beg to state that if there is competition for this privilege, which is substantially a lease of the land with restrictive conditions, the Wahiawa Sugar Company, Limited, would prefer that it be offered at public auction in accordance with the law governing leases of government lands.

Trusting to be favored with a reply,
Yours, very respectfully,

President of Wahiawa Sugar Company, Limited

EXECUTIVE CHAMBER, TERRITORY OF HAWAII,
Honolulu, April 8, 1901.

Mr. ALBERT E. NICHOLS,
President of the Wahiawa Sugar Company, Limited,
Honolulu, H. T.

SIR: Your letter of April 4, embodying the proposition of the Wahiawa Sugar Company, Limited, for the privilege of taking water from the Wahiawa forest land, has been received.

This proposition is declined by the government, a proposition having

been received from other parties which is more favorable to the public interests, which has been accepted.

The privilege under consideration is not in the nature of a lease, but is rather a land license, which is not required to be put up at auction.

The provision of your proposition, i. e., "Wahiawa Sugar Company, Limited, to recognize all previously required rights in and to the waters of said stream, so soon as such rights be legally established and determined," appeared to me to be most objectionable, as giving a prima facie right to all the waters of the stream to your company and compelling all owners of rights in such stream to enter into litigation to hold rights that are not at present disputed.

Very respectfully,

SANFORD B. DOLE.

EXHIBIT Z.

LAND LICENSES.

Whereas the Waialua Agricultural Company, Limited, an Hawaiian corporation engaged in and carrying on an agricultural business in the district of Waialua, island of Oahu, Territory of Hawaii, owns and is entitled to a large portion of the water of the Kaukonahua stream and its branches in said district, which said stream and its branches take their rise in the mountains on the land known as Wahiawa; and

Whereas certain persons having heretofore associated themselves together under the provisions of the land act of October, 1895, and known as the "Settlement Association of Wahiawa," have acquired interests in certain of the land known as Wahiawa, and in the water of said stream of Kaukonahua and its branches; and

Whereas certain members of said settlement association have formed a corporation under the name of the Hawaiian Fruit and Plant Company, Limited, and in pursuance of an agreement of even date herewith entered into and between the said Hawaiian Fruit and Plant Company, Limited, Mary E. Clark, Byron O. Clark, and L. C. Kellogg, of said Wahiawa, and the members and occupiers under the settlement association, it has been agreed that the said parties shall form a corporation and that they will convey to said corporation all the rights of them and each of them, respectively, in and to the water running in both the north and south branches of said Kaukonahua stream, and that five-eighths of the paid-up shares of the capital stock of the said corporation so to be formed shall be issued to the said Mary E. Clark, Byron O. Clark, L. C. Kellogg, and the stockholders of the said Hawaiian Fruit and Plant Company, Limited; and

Whereas the said Waialua Agricultural Company, Limited, and the said Hawaiian Fruit and Plant Company, Limited, have made application for license to enter upon public lands mauka of the lands of the said Wahiawa Settlement Association, for the purpose of making surveys and to construct and maintain dams, reservoirs, ditches, tunnels, and flumes for the purpose of collecting, conserving, and conducting out water for the purpose of irrigation and for domestic purposes and for creating power; and

Whereas it appears to be in the interest of the development of agriculture that such license be granted, under the conditions hereinafter set forth, and no good reason appearing to the contrary:

Now, therefore, I, J. F. Brown, commissioner of public lands of the Territory of Hawaii, in consideration of the premises and of one dollar to me paid by the said Waialua Agricultural Company, Limited, and the Hawaiian Fruit and Plant Company, Limited, the receipt whereof is hereby acknowledged, by and with the consent of the governor of said Territory do hereby, subject to the conditions hereinafter set forth, authorize and license said Waialua Agricultural Company, Limited, and said Hawaiian Fruit and Plant Company, Limited, and such corporation as may be formed as aforesaid and their respective successors and assigns, to enter upon all of that tract of land known as the land of Wahiawa, in the district of Waialua, island of Oahu, and to make surveys thereon for dam sites, reservoirs, ditches, flumes, tunnels, and pipe lines, and to construct and maintain for the term below named dams, reservoirs, ditches, flumes, tunnels, and pipe lines at such places on said land as they may select, and to impound and carry away by means of such work all water which they may obtain and control during the term of this license, subject, however, to all existing rights in and to any of such water now legally vested in others.

This license is granted upon the following conditions, viz:

First. This license shall extend and hold good for the term of the charter of the said Waialua Agricultural Company, Limited, to wit until the 11th day of October, 1948.

Second. That the said Waialua Agricultural Company, Limited, and the said Hawaiian Fruit and Plant Company, Limited, will, and their successors and assigns shall, during the whole of the said term, at their own costs take all reasonable steps and make all reasonable efforts to preserve the forests and trees growing upon the said lands of Wahiawa and to prevent wild animals, such as cattle, goats, and swine, from being or running upon the same.

Third. That one-third of all the water obtained in the mauka ditch from the north branch of said Kaukonahua stream shall be made appurtenant to the lands of the said Wahiawa Settlement Association or the Wahiawa homestead lots pro rata to the area of the respective holdings of the members or occupiers thereof and their successors and assigns, and for the proper irrigation of such lands and for use on such lands only.

Fourth. That annually, for 20 years from the date hereof, 10 per cent of the dividends of such corporation so to be formed shall be paid to the said commissioners of public lands, or to any successor in said office to whom the duties of said office shall by law be delegated, for the use and benefit of the Territory of Hawaii, provided, however, that if during any one year after the expiration of 2 years from the date hereof such 10 per cent of the dividends shall amount to less than the sum of \$3,000, then and in every such case the said Waialua Agricultural Company, Limited, and the Hawaiian Fruit and Plant Company, Limited, shall pay in addition to such 10 per cent of dividends a sum sufficient to make a payment in all of \$3,000.

Fifth. That at the end of 20 years from the date hereof the amount of compensation to be paid by said Waialua Agricultural Company, Limited, and Hawaiian Fruit and Plant Company, Limited, to the Territory of Hawaii shall be subject to readjustment, and should the said parties be unable to agree upon the amount so to be paid the matter shall be referred to 3 arbitrators, one to be chosen by said commissioner

of public lands or his successor as aforesaid, and one by said Waialua Agricultural Co., Ltd., and Hawaiian Fruit and Plant Co., Ltd., and the two choose a third, and the decision of such arbitrators shall be final.

And likewise at the end of the second term of 20 years the amount so to be paid shall be again subject to readjustment for the remainder of the term in like manner and upon the same conditions as herein set forth.

In witness whereof I, the said J. F. Brown, commissioner of public lands of the Territory of Hawaii, have hereunto set my hand and seal this 6th day of April, A. D. 1901.

J. F. BROWN,

Com'r of Public Lands of the Territory of Hawaii.

Approved:

SANFORD B. DOLE, *Governor.*

TERRITORY OF HAWAII, U. S. A., *Island of Oahu.*

On this 6th day of April, A. D. 1901, personally appeared before me, J. F. Brown, commissioner of public lands, Territory of Hawaii, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein set forth.

JOHN M. KEA,

Notary Public, First Judicial Circuit, Hawaiian Islands.

EXHIBIT No. —.

REPORT OF THE COMMISSIONER OF PUBLIC LANDS OF THE TERRITORY OF HAWAII FOR THE YEAR ENDING JUNE 30, 1902.

COMMISSION OF PUBLIC LANDS, TERRITORY OF HAWAII,
Honolulu, July 26, 1902.

HON. SANFORD B. DOLE,
Governor Territory of Hawaii.

SIR: I have the honor to submit the following report on the transactions of this office for the year ending June 30, 1902:

This commission is represented in various land districts by the following subagents: E. D. Baldwin and W. R. Kamanao, first land district; Charles Williams, second land district; J. Kaelemakule, third land district; W. O. Aiken and D. T. Fleming, fourth land district; Stephen Mahaulu, fifth land district, the latter being also secretary and chief clerk of the general office.

Lands that have been surveyed and opened during the year (including those surveyed in former periods) under the various systems of the act of 1895, are shown in the following table:

Table showing lands taken up under general provisions of land act (other than cash and Olaa purchases under special conditions of Part IX).

Land district.	Right-of-purchase lease.			Homestead.	
	Number.	Acres.	Value.	Number.	Acres.
First—Hilo and Puna	72	4,538.40	\$26,238.18		
Second—Hamakua and Kohala	13	599.73	9,342.57		
Third—Kona and Kau	11	1,319.31	2,375.39		
Fourth—Maul, Molokai	1	92.46	924.60		
Fifth—Oahu.....				33	136.29
Total	97	6,599.90	38,880.74	33	136.29

SUMMARY OF ABOVE.

	Number.	Acres.	Value.
Right-of-purchase lease	97	6,599.90	\$38,880.74
Homestead lease	33	136.29	
Total	130	6,736.19	38,880.74

Under homestead-lease system no appraisements are made. Rights are inalienable.

The above table shows an increase in land transactions from that of the previous year's report, which also go to show that small holdings are in demand. From personal observation and from authoritative reports I am satisfied, with but few exceptions, that they are bona fide homesteaders. And it is a source of gratification for me to mention that the enthusiasm shown by applicants, Hawaiians as well as whites, have been sincere.

Most of the lands taken up as represented in above table were in Olaa. The demand for homesteads in Olaa is surprising, and we are supplying the demand as fast as the nature of the land and roads will permit; and it is hoped that the remaining lots in this section will be opened up at an early day. In fact, it has been practically decided.

The advent of the Hilo Railway in this region largely accounts for the demand. Where heretofore transportation was a considerable item and sometimes an impossibility, which was largely responsible for the failure of former homesteaders, it has now been practically eliminated and attendant to the present progress shown by homesteaders in Olaa.

I have great faith that farming will be a success in this and adjacent tracts.

The demand for homesteads in the other districts has been good and, in fact, a marked increase of intending settlers desiring land is quite evident.

Several tracts of land in Puna for which surveys have been completed during this period will be thrown open for settlement. There is quite a demand for land in Puna; lack of desirable land has been a setback, as it is well known that Puna is practically covered with pahoehoe, and lots had to be laid out in pockets and to suit the conditions. To lay lots on pahoehoe is simply waste of time and money.

In Hamakua and Kohala, 38 lots of the Kaapahu, and remaining lots in Pohakea and Paauilo tract have been opened up for settlement during a month or so ago, and quite a few lots have been taken up.

Settlement in these districts must necessarily be slow, solely on account of lack of proper transportation facilities, and also the impression left upon intending settlers by the drought that very nearly

destroyed all developments in these districts during the last two years, as it depends entirely on rain for its moisture. Disastrous fires occurred in the Hamakua forest from the middle of last year to and including the early part of January this year, and unfortunately it originated in the very midst of the drought; consequently the undergrowth was dry and very inflammable. Nothing could hinder its progress, though many attempts to check it were made, but such attempts were not successful until a good portion of the forest was burned.

The burnt district extended from the vicinity of Kukaiau on the Oookala side to Paauhau and from the 2,500-foot to the 4,000-foot elevation. The damage done to the forest is irreparable, and no one can appreciate it unless he has personally observed it for himself—the destruction it has done to a once almost inaccessible forest. The matter was discussed at length in a report by the superintendent of public works who had the supervision of “putting out” the fire in the Hamakua forest, to you.

Remaining lots in Kaaauhuhu homestead tract were also recently opened up for application under the homestead lease system of nine hundred and ninety-nine years. No applications have as yet been made for the same.

In Kona land transactions have been on the decrease. This is occasioned by no new surveys being carried out, and tracts that have already been subdivided have been taken up, and such lots as remain are of undesirable quality. However, new surveys have been completed and will be thrown open to applicants in the near future.

Maui.—The above table shows only one transaction during the year. We are confronted with the same problem as exists in the Kona and Kau districts. Contemplated surveys on lands in Maui are being laid out, and actual subdivision will be pushed to final completion at an early date.

Kahakuloa.—Settlement on this tract has been an absolute failure. Its location and topographical feature, and also the more potent factor being the lack of proper roads to and from said tract, are greatly responsible for this failure. With proper means of transportation I think that that portion of said tract known as Makiliua, adjoining Waihee, with its boundary along the Makamakaole stream, can be given out to settlers with possible profit. On the balance homesteading would be nothing but a farce. I would suggest that if the government could get a desirable bidder for the balance, with a provision for the preservation of the forest, it would be indispensable for the government to recognize it and put it up under those conditions.

Oahu.—The Hauula tract was opened up for homesteads under the nine hundred and ninety-nine year lease system and all of the 33 lots have been taken up. The inhabitants of Hauula, who were the principal applicants, are quite contented with their holdings and are doing well.

I had occasion to inspect the Wahiawa land, occupied by a colony of American farmers—in all, 13 in number—under the right of purchase lease, on final prove up. Taking into consideration all they had to contend with, the showing made by them demonstrates what industrious, progressive, and energetic farmers can do. Where once rank Hilo grass and scrub forest were growing can now be seen cultivable land where experiments have been carried on, some of which have been successful and are producing some profitable results. The

immense amount of time, labor, and money expended can not be overestimated by anyone who is even familiar with the work done by them.

Kauai.—Public lands on the island of Kauai are mostly held under lease (mostly Crown-land leases), consequently no transactions appear in the above table.

The land of Waioli in Hanalei was some years ago subdivided into lots averaging 50 to 100 acres. No applicants were received for same on account of its mountainous character, which made it impossible for anyone to conform with the various systems of the land act.

This is to be congratulated more than regretted. While the intention is to settle land wherever desirable, yet in this particular instance settlement would have had a disastrous effect on the whole land. Its mountainous character, in the first place, makes it insusceptible of any cultivation for agricultural purposes. In the second place, the accessible forest and undergrowth that exists on the land make it undesirable for grazing purposes unless cleared. Under these conditions I consider it fortunate that the land was not taken up, and that this office could deal with the land as it should be dealt with, and that is to keep the present forest and heavy undergrowth intact as much as possible.

Land of Aliomanu and Papa.—This land was leased to E. J. Morgan in the early part of 1899, with the condition that the government may at any time take such portions as are desirable for bona fide settlement purposes without any reduction of rent. On my visit to Kauai in November last I made a very thorough investigation of the land, and found a very limited amount of land, which may be found along the bottom of Aliomanu and Papa gulches, which carries the Anahola stream, and without exaggeration would make ideal homestead lots. The condition that exists there is anything but undesirable. With an abundant supply of water from the Anahola stream, rich, fertile land, I can not see why it would not be a successful venture. The rest being extremely difficult of access, as it consists mostly of mountain land, from its character it would be folly to open this portion for settlement.

From the above table you will also note that the right of purchase leases have been the most popular, and can only be accounted to its generous conditions; too much can not be said in its favor.

Homestead lease system of nine hundred and ninety-nine years is also becoming very popular; the more intending homesteaders become familiar with its working the demand is accordingly greater.

Cash, freehold, and special agreement transactions do not appear in above table, because we have not had occasion to apply them to lands that have been opened during the period. These agreements are only applied to such lands that are limited in area and to discourage as far as possible the mere speculator.

Cash sales during the year ending June 30, 1902.

Lot 27, Part C, Olaa, Puna, Hawaii, 4.20 acres.....	\$314
Waiohinu, Kau, Hawaii, 3.35 acres.....	524

The above shows transactions under cash sales for the year.

Lot 27, part C, Olaa, was an undesirable remnant bounded on all sides by private lands and of no good to hold. It was decided to sell it to the highest bidder, and it brought in \$75 an acre.

The land in Waiohinu was sold for church purposes to the Anglican Church of Hawaii.

Land licenses.

Licensee.	Location.	Term.	Annual rental.
Henry Waterhouse & Co., trustee for J. H. and Phoebe K. Raymond.	Polipoli Spring, Wailluku, Maui.	20 years.	\$200

This license was granted to the above parties for the purpose of conducting the surplus water from Polipoli Spring, which is 6,000 feet above sea level, by means of pipes, to more advantageous points for supplying their cattle with water, avoiding the necessity for their traveling long distances and to such a great height to the same; they to construct and maintain watering troughs on public lands along its line. This license was also granted in the interest of the development of grazing and agriculture and the enhancing of the values of the public lands of Kamaole, Kahikinui, and Kanaio.

General leases.

Date of lease.	Lessee.	Location.	Area.	Term.	Annual rental.
			Acres.	Years.	
September 24, 1901.....	Samuel Kauhane.....	Manuka, Kau, Hawaii	22,800	10	\$75
December 21, 1901.....	Chin Wo Co	Palama-kai, Honolulu, Oahu.	17.80	5	285
November 30, 1901	Waianae Co	Lualualei, Waianae, Oahu.	3,332	5	a 9,000
February 26, 1902	Onomea Sugar Co	Kaapoko, Hilo, Hawaii.	160	5	520
Do.....	H. P. Baldwin	Koolau, Maui.....	12,500	21	1,100
Do.....	do	do	6,500	21	4,000
May 24, 1902	R. R. Hind.....	Kahai, Kohala, Hawaii.	455	5	a 900
Do.....	do	do	86	5	a 100
Do.....	do	Opihipau, Kohala, Hawaii.	449	5	b 314
Do.....	do	Hukiaa, Kohala, Hawaii.	380	5	b 266
Do.....	Hutchinson Sugar Plantation Co.	Kiolakaa-Pumakaa, Kau, Hawaii.	5,000	21	200
Do.....	Pepeekeo Sugar Co....	Kaupakuea, Hilo, Hawaii.	210	5	a 600
June 28, 1902.....	A. C. Dowsett	Waiau, Molokai.....	2,000	21	100

a Cane land.

b Grazing land.

This land was leased for grazing purposes. The area designated may mislead such persons as are not familiar with the land of Manuka, and to criticise the action of this department in leasing such a large area for such an "inadequate," or, more properly saying, insignificant figure. To justify its action it is well to explain the situation fully, viz: The land of Manuka is situated in the district of S. Kona, and its boundary on the south is the dividing line between the districts of S. Kona and Kau, and wholly covered with a-a rock, with the exception of about 500 acres of fairly good grazing land. In the disintegrated lava there has in recent years sprung up a very dense forest of ohia (an indigenous forest tree), which covers about 2,000 acres and may in time cover a greater area.

This 2,000 acres of forest land is impracticable for any purpose, even grazing, as the rugged character of the a-a rock prevalent in the Kona district is dangerous to life and limbs of any animal kind except goats. The rest is simply barren lava waste, devoid of any vegetation,

arid and waterless. Consequently it simmers down to the fact that the lessee has only practically 500 acres of land from which he can realize anything. The lease also requires the lessee to preserve the forest and to reforest same in places where same appears in "small state of diminution, and to keep land, where practicable, clear of *lantana*.

Koolau, Maui.—This land was leased in two tracts, namely: (1) That forest land extending from eastern boundary of the Ahupuaa Honomanu to the western brink of the gulch of Wailua-iki and from the ocean to boundary of Haiku above. (2) All that forest land extending from the western brink of Wailua-iki gulch to the western brink of the gulch between the lands of Kapaula and Puakea (or Paakea) and extending from the ocean to boundary of Haiku above. Both are situated on the northeastern side of the island of Maui.

The leases as above quoted were sold at public auction under the following condition as to forest, etc.: Lessee is prohibited from cutting or allowing to be cut any forest trees except for fencing and domestic purposes, to be used on premises or for development, storage and transportation of water, to replant forest where it appears in state of diminution. It also prohibits the running of cattle on the premises to exterminate wild cattle; lessee to build and maintain a substantial fence along their entire length on upper side of old government road to prevent stock from trespassing on the land and not to interfere with vested interest in water along its entire length; to furnish homesteaders with water for domestic and irrigation purposes at convenient points. These are the principal conditions of the leases.

Main purpose, of course, is for water, an article very much sought after by the vast sugar enterprises to the west of this island.

This land, though of an extremely rugged and almost inexcessible character, and impossible of cultivation on this account, holds a quantity of water, which goes to sea and benefiting nothing and nobody, and the land has never, to my knowledge, brought any revenue to the government.

Under these conditions, I think the government is very fortunate to derive a revenue, which is very desirable to carry on public improvements, but this is not all; by it the government is insured against the destruction of the forest by the inroad of cattle or fires being started on it. The preservation of the same will conserve water; diverted from arid land, promotes enterprises through which the government collects increased taxes. Taking these facts in consideration, it is without a question these lands were leased under very favorable conditions, and the lessee is to be commended for his public spiritedness.

Leased under forest conditions.—That fencing (and maintaining the same) the whole area to prevent the inroad of cattle, to preserve and increase forest. These lands have no natural water supply, depending mostly on rain for moisture. What water they can conserve and impound is of course appurtenant thereto.

TABLES OF RECEIPTS.

1. Receipts of public land office from January 1, 1901, to June 30, 1901.

LAND REVENUE.

Rents:		
General leases.....	\$42,977.54	
Right of purchase leases.....	2,750.31	
Olaa leases.....	240.31	
Kaimu leases.....	3.75	
Miscellaneous.....	498.80	
Interest:		
Homestead.....	291.50	
Special agreements.....	2,870.94	
Cash freeholds.....	15.85	
Olaa agreements.....	16.65	
Fees.....	392.00	
		<u>\$50,057.65</u>

LAND SALES.

Purchase right of purchase leases.....	20,512.12	
Special agreements.....	6,626.41	
Homestead.....	2,369.20	
Olaa lots.....	1,104.45	
Kaimu.....	25.00	
Cash sales.....	525.00	
		<u>31,162.18</u>
		<u>81,219.83</u>

The above shows receipts of this commission for the six months ending June 30, 1901, which has not as yet been reported. A good showing is made, especially in land sales. You will notice by comparing this statement hereunder that the amount is greater than for the year ending June 30, 1902. This is occasioned by the purchase price being paid in on agreement falling due during this period.

2. Receipts of public land office during the year ending June 30, 1902.

LAND REVENUE.

Rents.		
General leases.....	\$95,577.93	
Right of purchase leases.....	5,266.20	
Olaa leases.....	193.23	
Puukapu leases.....	21.00	
Miscellaneous.....	1,233.60	
Interest:		
Homestead.....	355.34	
Special agreements.....	1,087.63	
Olaa agreements.....	61.00	
Fees.....	65.50	
		<u>\$103,886.69</u>

LAND SALES.

Purchase right of purchase leases.....	\$9,518.07	
Special agreements.....	1,902.14	
Homesteads.....	1,288.88	
Olaa lots.....	12.40	
Cash sales.....	315.00	
		<u>\$13,036.49</u>
		<u>116,923.18</u>

The above shows an increase in the receipts of this commission for the past year and has fulfilled all predictions made in our annual report of 1900, and it is hoped that it will be increased to a great amount in the coming year. Leases on land that bring in insufficient rents, some of which will expire, will be again leased for more than double the amount that we are deriving from them now.

Activity in land transactions will also be a source of increased revenue, not only for this office but also for the tax bureau.

SURVEY WORK.

This work is still under the supervision of the government survey office.

The following will show the location of homestead tracts subdivided during the year and aggregating a total area of about 8,000 acres and averaging 10 to 50 acres a lot:

Peter Lee, 29 miles, Oloa; Kaihenui settlement, 13 miles, Oloa; Kiula lots; Papa lots; Kaimu-Makena section; Kikala-Keokea section; Keauohana, Kehena, Keekee, Kamaili section; Malama section; Kaniahiku section; Kaimu-Kalapan section mauka; Keonepohiki section; Oneloa-Ahalanui (not yet opened); J. Lewis settlement, 13 miles, Oloa; Nailima settlement, 13 miles, Oloa.

Considering that the survey office is working under a pro rata basis and the work done is of the most improved and accurate method of survey, I think the above is a very satisfactory showing.

Actual survey work is being carried on in the following named lands.

Laupahoehoe lands, N. Hilo; Kiolakaa, Kau Oloa, 27 and 29 miles contemplated.

Mahaiula to Ooma, N. Kona; Alike-Papa, S. Kona; Waimea, Hawaii; Wailua-nui, Keanae Maui; Waiakoa, Maui; Kanaio, Maui; Waiaholo, Oahu; Aliomanu-Papa, Kauai.

It is too much to even assume that the survey work contemplated will be completed during the coming year, but with the present force in hand a good portion anyway will be completed.

Statement of expenditures for the year ending June 30, 1902.

Item.	Appropriation.	Drawn.	Total drawn.	Balance.
Salary of commissioner.....	\$7,200.00	\$3,600.00	\$3,600.00	\$3,600.00
Salary of secretary and subagent fifth land district....	4,200.00	2,100.00	2,100.00	2,100.00
Salary of clerk and patent clerk.....	2,400.00	1,200.00	1,200.00	1,200.00
Salary of messenger for registry of conveyance and land office.....	1,800.00	900.00	900.00	900.00
Pay of subagent first land district.....	2,400.00	1,000.00	1,000.00	1,400.00
Pay of clerk and ranger first land district.....	1,200.00	600.00	600.00	600.00
Pay of subagent second land district.....	1,200.00	600.00	600.00	600.00
Pay of subagent third land district.....	960.00	480.00	480.00	480.00
Pay of subagent fourth land district.....	1,200.00	600.00	600.00	600.00
Pay of subagent sixth land district.....	720.00			720.00
Pay of ranger second land district.....	720.00	360.00	360.00	360.00
Pay of ranger third land district.....	720.00	360.00	360.00	360.00
Pay of ranger fourth land district.....	720.00	360.00	360.00	360.00
Pay of ranger fifth land district.....	720.00	360.00	360.00	360.00
Incidentals (including land-patent books, etc.).....	5,250.00			
Traveling expenses.....		876.70		
Printing.....		145.00		
Advertising.....		1,224.52		
Office expenses.....		1,113.88	3,360.10	1,889.90
Preliminary roads and trails.....	7,000.00			7,000.00
Expenses filing boundary certificates.....	800.00	70.60	70.60	229.40
Total.....	38,710.00	15,950.70	15,950.70	22,759.30

The above table shows a very small balance in our appropriation for incidentals, and amounts to more than the pro rata for the year.

Expenses for printing and advertising have been quite heavy, as new blanks had to be printed to conform to section 73 of the organic act. Activity in land transaction also occasioned a heavy expenditure for advertisements, and can not be avoided unless we curtail land transaction. To do so would show a lack of progressiveness.

Nothing has been spent on preliminary roads and trails. The difficulty with which this office has to meet in dealing with this question has yet to be solved.

It is a criticism sometimes made on work of this office that lands have been laid out in advance of the construction of roads, whereby smaller value attached to the land itself and the settler was hampered in the operations for lack of suitable roads, both of which statements are undeniably correct.

On the other hand, if such opening of lands were held back until suitable roads were completed it would cause an indefinite delay in land transactions, and the results so far achieved would not now be in evidence.

Statement of land grants issued during the year ending June 30, 1902.

No. of patent.	Patentee.	Date issued.	Area (acres).	Location.	Consideration.	Remarks.
4487	J. M. Lee.....	July 19, 1901	32	Olaa, Puna, Hawaii.	\$346.00	T. payment.
4488	W. A. Keys.....	.....do.....	22.72	.....do.....	218.82	R. P. lease.
4489	Wm. Kinney.....	.....do.....	43.40	Ponahawai, Hilo, Hawaii.	268.20	Do.
4490	Peter Carty.....	.....do.....	80.50	Kaohe, Puna, Hawaii.	563.50	T. payment.
4491	Elmer E. Paxton...	.....do.....	110.09	Kaupo, Hana, Maui.	330.80	Do.
4492	Anton Montero....	Aug. 19, 1901	20.06	Waipuna lei, Hilo, Hawaii.	165.28	R. P. lease.
4493	Manuel F. Adrian..	.....do.....	18.47	.....do.....	184.70	Homestead.
4494	Robert McBride...	.....do.....	100	Olaa, Puna, Hawaii.	600.00	R. P. lease.
4495	Assa H. Oleney.....	.....do.....	100	.....do.....	600.00	Do.
4496	Antone Carvalho...	.....do.....	108.70	Ponahawai, Hilo, Hawaii.	217.40	C. freehold.
4497	A. G. Serrao.....	.....do.....	15	.....do.....	120.00	R. P. lease.
4498	Rufino Jesus.....	.....do.....	23.06	Kaiwiki, Hilo, Hawaii.	184.48	Do.
4499	J. J. Egara.....	.....do.....	24.79	.....do.....	198.32	Do.
4500	W. B. Kalino.....	Sept. 14, 1901	14.95	Waipuna lei, Hilo, Hawaii.	179.40	Do.
4501	Max Coleman.....	Sept. 14, 1901	71.70	Maulua, Hilo, Hawaii.	1,075.50	T. payment.
4502	Joao de Silva Pas..	.....do.....	41.80	Waikaumalo, Hilo, Hawaii.	334.40	R. P. lease.
4503	Antonio M. Pascincha.	.....do.....	44.50	.....do.....	419.00	Do.
4504	Wm. Foster.....	Sept. 27, 1901	30.66	Kaiwiki, Hilo, Hawaii.	245.28	Do.
4505	Jose Gabral.....	Sept. 14, 1901	103	Nahiku, Koolau, Maui.	412.00	Do.
4506	Francisco Rebelho.	Sept. 27, 1901	100	.....do.....	325.00	Do.
4507	Joao d'Olivera.....	.....do.....	105.20	.....do.....	289.30	Do.
4508	A. C. Palfrey.....	.....do.....	74.60	Maulua, Hilo, Hawaii.	1,119.00	T. payment.
4509	V. Klitcheff.....	Sept. 10, 1901	97.94	Olaa, Puna, Hawaii.	587.64	R. P. lease.
4511A	S. Kaleopaa.....	Oct. 22, 1901	20	Keekee, Puna, Hawaii.	60.00	T. payment.
4512	Miss Kane.....	.....do.....	50	.....do.....	150.00	Do.
4511	Joseph Wos.....	.....do.....	100	Olaa, Puna, Hawaii.	597.48	R. P. lease.
4510	E. A. Horan.....	Sept. 27, 1901	19.04	Kahuku, Hilo, Hawaii.	266.56	Homestead
4513	George Rodiek.....	Oct. 22, 1901	.312	Waianuenue and Front street, Hilo, Hawaii.	20,000.00	C. purchase.

Statement of land grants issued during the year ending June 30, 1902—Continued.

No. of patent.	Patentee.	Date issued.	Area (acres).	Location.	Consideration.	Remarks.
4514	Manuel Boze.....	Oct. 22, 1901	20.82	Ahualoa, Hamakua, Hawaii.	156.15	R. P. lease.
4515	Jose T. Gomes.....	.....do.....	20.27	.....do.....	\$152.00	Do.
4516	Peter Martins.....	.....do.....	15.29	.....do.....	114.67	Do.
4517	Manuel Marques.....	.....do.....	22.84	.....do.....	170.00	Do.
4518	Antone Sinas, jr.....	.....do.....	66.34	Niuepa, Hamakua, Hawaii.	668.40	Do.
4519	Jems Sanborn.....	.....do.....	48.87	.....do.....	483.70	Do.
4520	Jose de Frias.....	.....do.....	31.09	.....do.....	248.72	Do.
4521	Manuel S. Jardin....	Oct. 24, 1901	28.50	.....do.....	228.00	Do.
4522	Manuel Cabral.....	.....do.....	68.70	Nahiku, Koolau, Maui.	206.10	Do.
4523	Francisco Torres....	Nov. 5, 1901	108.41	.....do.....	379.43	Do.
4524	V. J. Allencastro....	Oct. 24, 1901	102.20	.....do.....	357.70	Do.
4525	R. A. Drummond.....	.....do.....	116	.....do.....	377.00	Do.
4526	S. Fukuda.....	Nov. 5, 1901	121.23	.....do.....	394.00	Do.
4527	Eliza dos Reis.....	.....do.....	96	.....do.....	336.00	Do.
4528	Jose M. de Costa....	Nov. 18, 1901	101.78	.....do.....	279.89	Do.
4529	Jose M. Pires.....	Oct. 24, 1901	68.45	.....do.....	239.58	Do.
4530	Antone M. Pires....	Nov. 5, 1901	79.20	.....do.....	217.80	Do.
4531	Peter Joseph.....	.....do.....	96.25	.....do.....	264.68	Do.
4532	Francis Martines....	.....do.....	25	Olaa, Puna, Hawaii.	250.00	C. freehold.
4533	F. G. Snow.....	Feb. 11, 1902	109.65	.....do.....	533.10	
4534	.....do.....	.....do.....	90.35	.....do.....	271.06	
4535	Heirs H. J. Kasby..	Nov. 7, 1902	20	Pasullo, Hamakua, Hawaii.	150.00	Homestead.
4536	J. A. Maguire.....	.....do.....	302	Ooma, N. Kona, Hawaii.	351.00	C. purchase.
4537	H. G. Junkin.....	Nov. 14, 1902	4.20	Olaa, Puna, Hawaii.	315.00	Do.
4538	A. MacAulton.....	Nov. 14, 1901	9.50	Ponahawai, Hilo, Hawaii.	66.50	R. P. lease.
4539	James Finney.....	Feb. 13, 1902	1.89	Tantalus, Honolulu, Oahu.	665.00	T. payment
4540	Chas. F. Peterson....	Dec. 27, 1901	2.39	.....do.....	530.00	Do.
4541	J. F. Hackfeld.....	Feb. 13, 1902	1.59	.....do.....	400.00	Do.
4542	C. du Roi and J. F. Humburg.	.....do.....	2.19	.....do.....	845.00	Do.
4543	F. Harrison.....	.....do.....	2	.....do.....	850.00	Do.
4544	A. V. Gear.....	.....do.....	1.50	.....do.....	600.00	Do.
4545	Dr. C. H. Cooper....	.....do.....	1.10	.....do.....	610.00	Do.
4546	A. W. Carter.....	.....do.....	1.20	.....do.....	420.00	Do.
4547	Mrs. Josephine C. McStay.	Feb. 18, 1902	109.17	Olaa, Puna, Hawaii.	599.17	R. P. lease.
4549	Heirs of Mrs. Ana Achi.	Feb. 19, 1902	33.51	Puukapu, Waima, Hawaii.	100.50	Do.
4550	Joao Francisco.....	Feb. 14, 1902	17.50	Kaapahu, Hamakua, Hawaii.	165.00	Do.
4551	Joao de Camara.....	.....do.....	19.80	.....do.....	198.00	Do.
4552	Francisco Freitas....	.....do.....	19.40	.....do.....	194.00	Do.
4553	Francisco M. Espinda.	.....do.....	19.50	.....do.....	196.00	Do.
4554	Joao F. Affonso....	.....do.....	17	.....do.....	85.00	Do.
4555	Luis Dias.....	Feb. 18, 1902	21.52	Ahualoa, Hamakua, Hawaii.	161.40	R. P. lease.
4556	Tr. for Jno. Lycurgus and Geo. Lycurgus.	Jan. 13, 1902	.56	Hilo, Hawaii...	15,000.00	C. purchase.
4557	Geo. Scheible.....	Feb. 14, 1902	12.26	Nanawale, Puna, Hawaii.	73.38	R. P. lease.
4558	Lizzie K Kapualoha	Feb. 24, 1902	34.80	Kamaili, Puna, Hawaii.	210.00	T. payment.
4559	P. J. Rehn.....	Feb. 26, 1902	17.83	Nanawale, Puna, Hawaii.	106.98	R. P. lease.
4560	C. Slavin.....	Mar. 6, 1902	100	Olaa, Puna, Hawaii.	600.00	Do.
4561	Chas. M. Cooke, Limited.	Mar. 18, 1902	7.29	Luakaha, Nuuanu Valley, Honolulu, Oahu.	1.00	L. exchange.
4562	J. K. Kapele.....	Mar. 29, 1902	58.40	Kehena, Puna, Hawaii.	205.00	T. payment.
4563	Kauai.....	.....do.....	60	.....do.....	191.00	Do.
4564	W. Kaanaana.....	.....do.....	16.69	Puukapu, Waima, Hawaii.	41.30	R. P. lease.
4565	Hee Akona.....	.....do.....	16.47	.....do.....	41.15	Puukapu, lots
4566	C. Luiki.....	.....do.....	20.69	.....do.....	51.72	R. P. lease.
4567	T. McKinley.....	.....do.....	17.40	Paana, Hilo, Hawaii.	90.00	T. payment.

Statement of land grants issued during the year ending June 30, 1902—Continued.

No. of patent.	Patentee.	Date issued.	Area (acres).	Location.	Consideration.	Remarks.
4568	Dr. L. S. Thompson.	Mar. 29, 1902	19.85	Kahuku, Hilo, Hawaii.	\$265.00	T. payment.
4569	Antone Lopez.....	.....do	10.25	Waipuna lei, Hilo, Hawaii.	123.00	Homestead.
4570	Antone Jardin.....	.....do	17.67	.....do	176.70	Do.
4571	Manuel Repose .....	.....do	17.51	Ahualoa, Hamakua, Hawaii.	131.82	Do.
4573	G. B. Ferrira.....	.....do	17	.....do	170.00	Do.
4574	Joao Nobriga .....	.....do	15.29	.....do	114.67	Do.
4575	George Osborne....	.....do	100.44	Niuepa, Hamakua, Hawaii.	774.40	T. payment.
4576	A. C. de Souza.....	.....do	34.50	Awini, N. Kohala, Hawaii.	139.00	T. payment.
4577	W. F. Drear.....	.....do	3.70	T a n t a l u s Heights, Honolulu, Oahu.	1,125.00	Do.
4578	J. A. Magoon	Mar. 24, 1902	^a 1.285½	Waipuna ula and Kiloa-Nui, Kona, Hawaii.	1.00	Compromise.
4579	J. d'Estrella.....	Mar. 29, 1902	90.18	Nahiku, Koolau, Maui.	247.85	R. P. lease.
4580	Estate Wm. Foster..	May 16, 1902	79.70	Pohakea, Hamakua, Hawaii.	1,175.00	T. payment.
4581	John Utterstrom ...	Mar. 27, 1902	15.50	Ponahawai, Hilo, Hawaii.	345.00	C. freehold.
4582	Liliuokalani	Mar. 24, 1902	1.90	Hamamakawa-ha, Manoa Valley, Kona, Oahu.	1.00	L. exchange.
4583	J. H. Schnack .....	.....do .....	.030	Printers Lane, Honolulu, Oahu.	249.00	Do.
4584	L. L. McCandless...	Mar. 25, 1902	27.97	Kaneloa, Waialeale, Oahu.	1.00	Do.
4585	John T. Brown.....	Mar. 24, 1902	1.614	Ponahawai, Hilo, Hawaii.	1.00	Do.
4586	Geo. H. Holt and Annie H. Kentwell.	.....do .....	.096	Beretania and Kekaulike street, Honolulu, Oahu.	1.00	Do.
4587	Dr. Chas. B. Cooper.	.....do	^b 12,750	Makiki, Kona, Oahu.	1,650.00	Do.
4588	Wm. C. Achi.....	.....do	1,000	Honomalino, Kona, Hawaii.	1.00	Do.
4589	Mary E. Foster	June 16, 1902	1.96	Tantalus, Honolulu, Oahu.	1.00	Do.
4590	Estate John H. Conney.	Apr. 21, 1902	^b 4,435	Miller street, Honolulu, Oahu.	1.00	Do.
4591	J. Kalaniana'ole and D. Kawananakoa.	Apr. 26, 1902	^b 16,700	Auwaiolimu, Honolulu, Oahu.	1.00	Do.
4592	Lucy K. Peabody ..	Apr. 26, 1902	3	Waimea, Kohala, Hawaii.	1.00	L. exchange.
4593	Frank Pahia	Apr. 10, 1902	^b 2,748	Kamakela, Honolulu, Oahu.	1.00	Do.
4594	Eben P. Low.....	May 16, 1902	116.10	Puanahulu, Kona, Hawaii.	290.25	T. payment.
4595	M. Keliikuewa.....	.....do	38.90	Kaapahu, Hamakua, Hawaii.	389.00	R. P. lease.
4596	Joao Freitas.....	.....do	17.90	Waipuna lei, Hilo, Hawaii.	179.00	Do.
4597	G. Seitz .....	.....do	74	Paauiilo, Hamakua, Hawaii.	882.62	Do.
4598	Estate David Koki.	.....do	20.97	Puukapu, Waimea, Hawaii.	104.85	Do.
4599	Liliuokalani	June 4, 1902	2.56	Kamookahi, Kapalama, Oahu.	1.00	L. exchange.
4609	Bernice Pauahi Bishop estate.	June 16, 1902	^b 1,078	King street, Honolulu, Oahu	1.00	Do.

^a Fathoms.

^b Square feet.

The above table shows an increase in number of land patents issued during the year greater than that of any previous year, and has kept the office staff hard at work to accomplish this, which requires the

exercising of considerable care, as the least error might create confusion or even litigation.

Land patents issued on land commission award during the year ending June 30, 1901.

Number of patent.	Patentee.	Location.
8117	V. Kamalu.....	Onomea, Hilo, Hawaii.
8118	Puhau	Kalihi, Honuaula, Maui.
8120	Kannuohua for W. L. Moehonua	Kalihi, Kona, Oahu.
8121	.....do.....	Do.
8122	.....do.....	Do.
8123	A. Keohokalole.....	Paauhau, Hamakua, Hawaii.
8124	W. C. Lunalilo.....	Kapahulu, Waikiki, Oahu.
8125	Mainui.....	Halelea, Kauai.
8126	W. P. Leleiohoku.....	Moeauoa, N. Kona, Hawaii.
8127	Fanny Young.....	Pahoehoe 2, S. Kona, Hawaii.
8128	R. Keelikolani.....	Kealia, S. Kona, Hawaii.
8129	W. C. Lunalilo.....	Honolua, Kaanapali, Maui.
8130	M. Kekuanaoa.....	Honokohau, Kaanapali, Maui.
8131	Nalepo.....	Walohonu, Kau, Hawaii.
8132	M. Kekauonohi.....	Naiwa, Kona, Molokai.
8133	Nawali.....	Ninole, Kau, Hawaii.
8134	Mahi.....	Pelekunu, Molokai.
8136	Kaleimoku.....	Walokama, Lahaina, Maui.

From present outlook and from applications on file the number land patents to be issued on confirmation of land commission award during the coming year will far exceed in number what appears in the above table.

The above will give a graphic review of the transaction of this commission during the year. Comparing it with the reports of previous years the showing made exceeds my most sanguine expectation.

Taking into consideration that the last legislature, probably through an economical disposition, struck out of the salary appropriation bill two items which were very necessary to the efficiency of this commission, though matters were fully explained to committees who visited and investigated the requirements of this office, but without avail (consequently we made the best of it, economizing at every possible point) the results above accomplished does not only reflect credit on the staff at my disposal, but to the office in general.

FOREST PROTECTION.

The greatest interest in the protection and propagation of the forests of this Territory, not only by the Territorial and Federal governments but also by cooperative bodies and private individuals, and recognized by all, is a very important matter to be considered.

The question was dwelt on at length in report by Expert Forester E. M. Griffith to you on the condition of the Hawaiian forest.

Mr. Griffith states the situation admirably and to the point, and his suggestions should receive earnest consideration.

This commission has in recent leases of public lands where forest land is included made reservations for its protection, and will carry out this rule in all future leases.

Contemplated staking out of lines for forest reservation is being laid out and will be prosecuted on the ground as soon as practicable and when the surveys are completed the plans will then be submitted for your consideration. Allow me to say that any steps that may be

taken for the preservation and propagation of our now very much denuded forest will receive the cooperation of this commission.

Respectfully submitted.

E. S. BOYD,
Commissioner of Public Lands.

EXHIBIT No. —.

ELEVENTH REPORT OF THE EWA PLANTATION COMPANY FOR THE TWELVE MONTHS ENDING DECEMBER 31, 1901.

Officers of the Ewa Plantation Company, 1901: President, J. B. Atherton; vice-president, C. M. Cooke; secretary, E. D. Tenney; treasurer, W. A. Bowen; auditor, T. Richd. Robinson; manager, George F. Renton.]

ERRATA.

Page 7: Under "Crop of 1902" read "3,385.6 acres of Ewa Plantation Company" for 3,335.6.

Page 8: Under "Memorandum No. 2" read "Clarified juice, 16.99 per cent" for 16.19 per cent.

Page 13: Under "Total cost of crop" read "\$566,975.01" for \$556,975.01.

Page 14: Under "Earnings," right-hand column, read "Less railroad freight and insurance, \$9,311.70" for \$9,311.79.

Page 14: Under "Profit and loss," left-hand column, read "1901" for 1091.

Page 15: Under "Exhibit D, Resources," read "Hawaiian Fiber Company stock, \$1,500" for \$15,000.

Page 16: Under "Exhibit E, Disbursements," read "for interest on bonds paid during 1901" for in bonds.

MANAGER'S REPORT.

HONOLULU, OAHU, HAWAII, *February 7, 1902.*

To the President and Directors of the Ewa Plantation Company:

GENTLEMEN: Herewith I have the honor of submitting to you the annual report for 1901, together with statistics of field yields and mill manufacture, detailed statement of cost per ton of sugar, and comparison between plant and ratoon canes of expense of cultivation.

CROP OF 1901.

The product of the past year has been taken from the largest area and has reached the greatest yield per acre in the history of the plantation. Had it been possible to have manufactured the whole into sugar before the end of last August the average would certainly have reached over 11 tons of sugar. Grinding was begun on January 3 and completed on November 20, and in spite of the attendant drawbacks at mill, which will be referred to later, the factory output exceeded that of any previous year, averaging 3,127 tons per calendar month, inclusive of holidays, breakdowns, or delays from scarcity of labor. This showing is in excess by 306 tons monthly of any former season.

CROP OF 1902.

The amount of land from which cane is to be harvested during this coming year is greater by 451 acres than that for 1901. Owing, however, to the delays in grinding consequent upon the scarcity of labor

during 1900, a portion of the ratoons had a late start. On account of the same stringency some of the plant cane was not set out until the winter season of that year had commenced. Nevertheless, in all but two of these backward fields there has been no flowering to speak of and the canes are still growing, which will offset very materially the late start. Taking this into consideration, together with the probability that the crop of 1902 will be harvested earlier than that for the past season, with a correspondingly lower depreciation of canes, I have no hesitation in placing the output of this year at 30,000 tons.

CROP OF 1903.

Reference to field statistics will show this to be 3,383.2 acres. Of this but 608 acres is plant cane. With two exceptions of fields ground during the rainy season of 1901 and necessarily very much cut up by teams, every acre of the plant cane of 1901 was ratooned. It is hardly necessary to revert to labor conditions already sufficiently reiterated. There was but one thing to do, viz, to ratoon. By comparing cost of cultivation of plant cane with that of ratoons, a table of which is given herewith, it will be seen that the latter in 1901 cost \$46 per acre less than the former. So that, while a few fields of ratoons for 1903 are here by virtue of necessity, the much greater number are here by virtue of themselves.

The second ratoons, which, for the first time on this estate, cover a fairly large area, were carried on for precisely the same reasons as the first ratoons. Judging from present appearances they will yield fully 10 tons per acre. In fact, on account of the starting of the second before the first ratoons, which counts for as much proportionately on Ewa plantation as it does elsewhere, they are the best looking ratoons on the estate.

It is obviously premature to calculate the probable yield of this young cane, but it is certainly in good condition, is growing well, and I shall probably make the usual estimate on it.

MILL REPORT.

The heavy rains of the preceding winter retarded the ripening of cane so that during the earlier months of grinding the quantity required to make one ton of sugar was much greater than usual. This, of course, has a direct bearing on losses in manufacture. When, however, it is remembered that the immense crop of 32,840 tons covered ten months in manufacture; that the rollers of the crushing apparatus were worn smooth before grinding commenced; that there was no interval between the seasons of 1900 and 1901 for overhauling machinery; that upon the completion of the crop of 1901 the mill had been grinding incessantly for two years; and that, to top it all, the new mill was being erected with all the drawbacks it entailed; the fact that such a large quantity of material was daily delivered at the mill, and that the manufacturing losses were not greater, reflects great credit on an efficient staff, both in field and factory.

OPERATING EXPENSES.

The actual expenditure to produce the crop of 1901 was \$34.04 per ton. Not only did a higher rate of labor cause the greater cost, but

also a correspondingly high rate for general material, taxes, etc. An itemized statement of cost of production is herewith, to which you are referred for details. The following is merely a very condensed recapitulation.

Cost of crop of 1901 per ton of sugar.

Preparing and planting	\$2. 80
Cultivating	15. 19
Delivery to mill	6. 29
Mill repairs, manufacture, and containers	4. 38
Medical, hospital, and sanitary expense .....	. 18
Rent	2. 39
Taxes	2. 04
Immigration expense and H. S. P. A. dues .....	. 60
General	1. 07
Total	34. 94
Add depreciation charge	1. 68
Grand total	36.62

In connection with the above it might be interesting to know that the cost of furnishing water for irrigating the crop until tasseling was \$35.72 per acre, or \$3.30 per ton of sugar, and that \$5.12 per acre, or 45 cents per ton of sugar, was expended in order to prevent the deterioration consequent upon a prolonged grinding season. The writer expects that before another season, on account of the enlarged capacity of the new mill, the larger portion of this latter expense will be eliminated.

PERMANENT IMPROVEMENTS.

These are set forth in the report of your treasurer, Exhibit B. They have aggregated more than was originally estimated. This, however, is the history of all mill construction and plantation enlargement in this Territory during the past two years. The mill also has taken longer to erect. But this was owing to stress of circumstances. The output for the past two seasons largely overran estimates, the labor supply has been scant, these large crops had to be taken off, and the new mill was of necessity delayed. That is the entire proposition in a nutshell. We are now, however, at the beginning of the end. At present writing there remains one new B. & W. boiler in process of erection, with 1 vacuum pan, 12 tanks, and 20 centrifugals to be removed from their present location and placed in their new setting. It is all straight-ahead work, and if labor is then obtainable the entire plant will be running by the middle of next April.

The original nine-roller mill is being thoroughly repaired; the old rolls are being replaced by new ones. All of the present milling is being carried on in the new section of the factory, and there will be comparatively little else to pay for this coming year in permanent improvements save cost of erection of the above-mentioned machineries and of the remainder of the mill.

An entirely new village or camp, situated a half mile east of mill, has been completed during the year, and houses have been added in other localities sufficient to accommodate all laborers required on the plantation.

The machine-shop equipment has been increased by a large, heavy planer, another lathe, an extra drill press, and a large-sized pipe cutting and threading machine. This with the former machines installed

makes a complete plantation outfit. In the carpenter shop there have been placed a band saw, also a planer and matcher. I consider that these new tools have already paid for their cost during the present mill construction.

For the benefit of employees a condensing apparatus has been installed at mill of sufficient capacity to supply the entire village and the factory with distilled water. This condenser is now in operation.

LABOR.

In connection with this vital question I invite your attention to the following comparison of the cost of sugar production between the years 1899 and 1901:

Cost to produce 1 ton of sugar, and net proceeds at mill.

Year.	Material and general expense.	Labor.	Total Cost.	Net pro- ceeds.
1899	\$13.67	\$12.59	\$26.26	\$72.
1901	16.49	18.45	34.94	61.

It will be noticed that the expense for labor has jumped 50 per cent, that material and general expenses have advanced 20 per cent, and that the net proceeds of sugar have fallen 14½ per cent.

At present it is gratifying to note that the labor situation is easier than it was during last year and that the price for labor has dropped about 18 per cent. Sugar in its turn is again rising.

WATER SUPPLY OF THE WAIANAE MOUNTAIN.

Your company holds the right under lease to take water from the easterly slopes of this range. It would be well, probably, some convenient date to have surveys made to determine the practicability and economy of storing in reservoirs the storm waters from this watershed for the purposes of irrigation.

GENERAL.

It is a regrettable fact that a successful cane-loading machine is not yet in operation. Various devices have been tried and abandoned, and so far, the severe labor of loading is all done by hand. Nevertheless, the time is coming, must come, when manual labor will be reduced in this department. It may not be and probably will not be in one immediately successful machine, but will rather lie in a series of successful ideas or advances culminating in an economical device or system.

In order to cheapen the cost of irrigation the use of fuel oil to replace coal at the pumping stations will in all likelihood take place in the near future. Approximately 11,000 tons of coal were used in 1901 at the pumps. With the opening of Pearl Harbor the cost of transportation of material and manufactured product must of necessity be reduced.

Of course the prime factors in the success of the sugar business are cost of labor and price of sugar. A low labor rate and a high sugar rate may cover a multitude of errors. But this combination has gone; we are facing very depressed conditions, and the present and probable future conditions of the sugar market demand rigid economy and the best thought.

In the interest of economy the new mill will exercise a most important influence. Briefly stated, its machinery consists of 2 nine-roller mills with crushers and engines complete, 11 boilers of 2,400 horsepower, 2 superheaters, 24 settling tanks, 4 large vacuum pans, 2 quadruple effects, 45 centrifugals with engines and pumps, 465 coolers on wheels, and 17 tanks of 750,000 gallons capacity for 4th sugars, together with all accessories, pumps, engines, tanks, etc.

In the essentials in the actual machinery necessary for the economical production of a large quantity of sugar there is no mill in the territory which will surpass the new Ewa mill, and there is ample room in the structure for any possible additions or changes which science may demand in the future.

With these improvements the plantation was never in a better condition to face the present depression. The mill will be able to wring out the best possible extraction from the cane and work its juice into a product with the least possible loss. And surely it is high time, with the vast amount of material handled annually at this place, that we reach out both for these definite sources of waste and these stray percentages of sugar which are classed as "undetermined" losses; for out of these losses in field and mill, through insufficient machinery, will come a substantial portion of future dividends.

Respectfully submitted.

GEO. F. RENTON,
Manager.

MEMORANDUM No. 1—*Field report.*

CROP 1901.

	Tons.
1,995.6 acres plant cane, at \$10.32 per acre	20,619.625
956.85 acres long ratoons, at \$12.18 per acre	11,658.25
19 acres short ratoons, at \$4.49 per acre.....	93
<hr/>	
2,971.45 acres Ewa Plantation Company	32,370.875
43.5 acres Apokaa Sugar Company, at \$10.79 per acre	469.6875
<hr/>	
3,014.95 acres total, at average of \$10.89 per acre.....	32,840.5625

CROP 1902.

	Acres.
Plant cane	1,180.6
Long first ratoons	1,824.3
Long second ratoons.....	99.6
Short ratoons	281.1
<hr/>	
Ewa Plantation Company.....	3,335.6
Apokaa Sugar Company	78.1
<hr/>	
Total	3,463.7
Estimated yield, 30,000 tons sugar.	

CROP 1903.

	Acres.
Plant cane	608
Long first ratoons	1,716.7
Long second ratoons.....	761.4
Short ratoons	254.1
<hr/>	
Ewa Plantation Company.....	3,340.2
Apokaa Sugar Company	43
<hr/>	
Total	3,383.2
Yield not estimated.	

MEMORANDUM No. 2—*Mill report season ending November 21, 1901.*

Extraction—91.25 per cent total sugar, 80.74 per cent cane, 12.62 sugar per 100 ca
Bagasse—4.95 per cent sugar, 24.46 per cent cane, 1.21 per cent sugar per 100 ca
46.46 per cent moisture.
Press cakes—6.46 per cent sugar, 1.38 per cent cane, 0.09 sugar per 100 cane.
Normal juice—18.13 per cent brix, 15.96 per cent polarization, 87.88 per cent puri
Mixed juice—15.99 per cent brix, 13.84 per cent polarization, 0.92 per cent gluc
86.55 per cent purity.
Clarified juice—16.19 per cent brix, 15.05 per cent polarization, 0.89 per cent g
cose, 88.58 per cent purity.
Press juice—14.95 per cent brix, 12.90 per cent polarization, 0.55 per cent gluc
86.28 per cent purity.
Sirup—65.65 per cent brix, 57.45 per cent polarization, 3.29 per cent glucose, 87
per cent purity.
First molasses—72.83 per cent purity.
Waste molasses—87.19 per cent brix, 39.95 per cent polarization, 18.79 per c
glucose, 45.82 per cent purity.
Dilution—13.38 per cent on normal juice.
Fiber in cane—11.51.

ENTERED FACTORY.

	Pounds sucro
559,595,510 pounds of cane of 13.83 per cent sucrose	77, 392, 1
759,500 pounds of sugar from season 1900 of 89 per cent sucrose.....	675, 1
	78, 068, 1

MANUFACTURED.

49,451,750 pounds of No. 1 sugar of 97.01 per cent; sugar, 75.29 per cent.....	47, 974, 818
16,228,875 pounds of No. 2 sugar of 93.98 per cent; sugar, 24.71 per cent.....	15, 251, 770
760,000 pounds "estimated in mill" sugar of 89 per cent; sugar, 100 per cent.....	676, 400
557,800 pounds molasses of 41.53 per cent.....	231, 692
	64, 134, 1
Loss.....	13, 933, 3

Losses.	Per 100 cane.	Pounds sucrose.	Per 100 sucro in cane
In bagasse.....	1. 21	6, 773, 080	8
In press cakes .....	. 09	499, 769	
In molasses.. ..	. 83	4, 644, 000	5
In undetermined.....	. 36	2, 016, 485	2
	2 49	13, 933, 334	17

HYDRAULIC PRESSURE ON MILLS.

	To
Crusher	2
First mill	3
Second mill	3
Third mill	3
Days grinding.....	257
Cane ground	tons.. 279, 797. 75
Cane ground per day.....	do.... 1, 088. 71
Sugar manufactured, Ewa Plantation Company	do.... 32, 370. 87
Sugar manufactured, Apokaa Sugar Company	do.... 469. 68
Total sugar manufactured.....	do.... 32, 840. 56
Sugar manufactured per day.....	do.... 127. 78
Sugar manufactured per 100 cane.....	11. 73
Cane per ton of sugar manufactured	tons.. 8. 52
Sugar mannufactured per ton of cane.....	pounds.. 234. 74

MEMORANDUM No. 3.—*Average cost per ton of sugar, crop 1901.*

Preparing and planting:	
Clearing expense.....	\$0. 13
Steam plowing.....	. 94
Mule plowing.....	. 31
Preparing.....	. 42
Cutting seed.....	. 29
Hauling seed.....	. 18
Ditches.....	. 19
Planting.....	. 34
Cultivating:	
Watering.....	5. 64
Fertilizing.....	4. 31
Pump expense.....	3. 75
Weeding and hoeing.....	1. 11
Stripping.....	. 38
Delivery to mill:	
Cutting cane.....	2. 25
Loading cane.....	2. 95
Hauling cane.....	1. 09
Manufacture:	
Mill expense.....	2. 45
Mill repairs.....	. 42
Shipment of sugar:	
Containers.....	1. 51
Sundry accounts:	
Cleaning camps.....	. 06
Forestry.....	. 01
Firewood.....	. 19
Hauling.....	. 09
Hospital expense.....	. 04
Hawaiian Sugar Planters' Association dues.....	. 34
Incidental expenses.....	. 19
Interest.....	. 25
Insurance.....	. 08
Immigration expense (Japanese).....	. 27
Kindergarten.....	. 01
Legal expense.....	. 03
Medical expense.....	. 09
Quarantine expense.....	. 03
Rent.....	2. 39
Repairs buildings.....	. 06
Repairs fences.....	. 01
Repairs roads and bridges.....	. 01
Repairs telephones.....	. 00
Stationery.....	. 01
Storm ditches.....	. 04
Surveying.....	. 04
Taxes.....	2. 04
<hr/>	
Total.....	34. 94
Depreciations.....	1. 68
<hr/>	
Grand total.....	36. 62

MEMORANDUM No. 4.—Comparison of cost of cultivation between plant and ratoon cane crop, 1901.

	Plant.		Long ratoons.		Short ratoons.		General average.	
	Per acre.	Per ton.	Per acre.	Per ton.	Per acre.	Per ton.	Per acre.	Per ton.
Preparing and planting:								
Clearing expense	\$2. 11	\$0. 20	\$0. 08	.....	.....	.....	\$1. 44	\$0. 13
Steam plowing.....	15. 18	1. 47	.....	.....	.....	.....	10. 20	. 94
Mule plowing.....	5. 03	. 49	.....	.....	.....	.....	3. 36	. 31
Preparing.....	6. 78	. 66	.....	.....	.....	.....	4. 56	. 42
Cutting seed	4. 68	. 45	. 18	\$0. 01	.....	.....	3. 19	. 29
Hauling seed	2. 87	. 28	.....	.....	.....	.....	1. 92	. 18
Ditches	2. 48	. 24	1. 15	. 09	\$2. 13	\$0. 43	2. 05	. 19
Planting	5. 36	. 52	. 34	. 03	.....	.....	3. 71	. 34
Cultivating:								
Watering	61. 46	5. 95	62. 19	5. 11	24. 44	4. 99	61. 49	5. 64
Fertilizing	49. 93	4. 83	41. 28	3. 34	18. 57	3. 80	46. 96	4. 31
Pump expense.....	43. 33	4. 19	36. 00	2. 96	21. 06	4. 30	40. 84	3. 75
Weeding and hoeing.....	11. 56	1. 12	13. 81	1. 09	3. 48	. 71	12. 08	1. 11
Stripping	2. 38	. 23	7. 83	. 64	.....	.....	4. 12	. 36
Delivery to mill:								
Cutting cane.....	24. 05	2. 33	25. 71	2. 11	10. 23	2. 09	24. 51	2. 25
Loading cane.....	31. 67	3. 07	33. 61	2. 76	13. 24	2. 70	32. 69	2. 95
Hauling cane.....	11. 49	1. 11	12. 83	1. 05	5. 13	1. 05	11. 89	1. 09
Total.....	280. 36	27. 14	234. 51	19. 23	98. 28	20. 07	265. 01	24. 28

TREASURER'S REPORT.

To the stockholders of the Ewa Plantation Company:

SIRS: I am pleased to submit the following exhibits of the financial affairs of the company for the fiscal year ending December 31, 1901:

Exhibit A.—Expenditures for permanent improvements.

Exhibit B.—Operating expenses.

Exhibit C.—Revenue account.

Exhibit D.—Balance sheet (condensed).

Exhibit E.—Summary of receipts and disbursements.

Respectfully,

W. A. BOWEN,
Treasurer Ewa Plantation Company.

EXHIBIT A.—Expenditures for permanent improvements for year ending December 31, 1901.

Properties.	Balance December 31, 1901.	Additions during 1901.	Totals.	Deprecia- tion on bal- ance of December 31, 1900.	Present bal- ance De- cember 31, 1901.
Buildings	\$134, 869. 16	\$34, 596. 74	\$169, 465. 90	\$6, 743. 46	\$162, 722. 44
Carts and wagons.	1, 150. 10	162. 80	1, 312. 90	143. 76	1, 169. 14
Leasehold improvements (clearing, etc).....	30, 435. 63	23, 389. 10	53, 824. 73	1, 707. 67	52, 117. 06
Fences	14, 210. 30	2, 330. 20	16, 540. 50	1, 421. 03	15, 119. 47
Flumes	54, 751. 46	24, 720. 68	79, 472. 14	3, 832. 60	75, 639. 54
Harness	1, 788. 57	23. 60	1, 812. 17	.....	1, 812. 17
Ice plant	1, 833. 34	187. 52	2, 020. 86	183. 33	1, 837. 53
Live stock.....	20, 960. 28	1, 075. 00	22, 035. 28	2, 096. 03	19, 939. 25
Mill	560, 443. 77	124, 472. 11	684, 915. 88	.....	684, 915. 88
Mill buildings.....	148, 746. 78	75, 808. 90	224, 555. 68	.....	224, 555. 68
Office furniture	1, 086. 47	3. 00	1, 089. 47	54. 32	1, 035. 15
Pump buildings.	16, 103. 20	3, 060. 63	19, 163. 83	.....	19, 163. 83
Railroad.....	111, 677. 18	14, 863. 06	126, 540. 24	5, 583. 86	120, 956. 38
Reservoirs.....	11, 083. 56	3, 017. 42	14, 100. 98	.....	14, 100. 98
Roads and bridges	1, 919. 31	811. 91	2, 731. 22	.....	2, 731. 22
Rolling stock.....	57, 287. 66	18, 823. 27	76, 110. 93	2, 864. 38	73, 246. 55
Steam plows.....	68, 824. 45	4, 610. 55	73, 435. 00	4, 817. 71	68, 617. 29
Pumps.....	409, 895. 16	66, 734. 22	476, 629. 38	.....	476, 629. 38
Telephones.....	3, 027. 72	44. 38	3, 072. 10	.....	3, 072. 10
Tools and implements.....	14, 449. 72	5, 115. 97	19, 565. 69	.....	19, 565. 69
Storm ditches	6, 920. 32	10, 613. 88	17, 533. 70	.....	17, 533. 70
Waterways	3, 152. 58	405. 25	3, 557. 83	.....	3, 557. 83

EXHIBIT A.—Expenditures for permanent improvements, etc.—Continued.

Properties.	Balance December 31, 1902.	Additions during 1901.	Totals.	Deprecia- tion on bal- ance of December 31, 1900.	Present bal- ance De- cember 31, 1901.
Wells.....	\$126,483.43	.....	\$126,483.43	.....	\$126,483.43
Waimanalo wood	10,000.00	.....	10,000.00	.....	10,000.00
Wharf.....	389.29	.....	389.29	.....	389.29
Total	1,811,489.44	\$414,869.69	2,226,359.13	\$29,448.15	2,196,910.98

N. B.—The additions to permanent improvements were for—

Material	\$303,075.85
Labor.....	111,793.84
Total.....	414,869.69

EXHIBIT B.—Operating expenses for the year ending December 31, 1901.

	Crop 1901.	Crop 1902.	Crop 1903.	Crop 1904.	Total.
Preparing and planting:					
Clearing expense.....	.....	\$32.47	\$439.57	.....	\$472.04
Steam plowing .....	.....	.....	12,240.56	\$387.45	12,628.01
Mule plowing .....	.....	44.20	1,105.04	.....	1,149.24
Preparing	\$139.20	345.85	4,944.16	.....	5,429.21
Cutting seed.....	.....	2,522.62	7,979.24	.....	10,501.86
Hauling seed.....	.....	878.00	3,014.06	.....	3,892.06
Seed cane.....	.....	650.00	2,512.90	.....	3,162.90
Ditches.....	555.65	2,381.36	7,159.32	24.00	10,120.33
Planting.....	116.80	2,375.40	8,333.60	.....	10,825.80
Cultivating:					
Watering	98,860.21	55,898.93	23,379.71	.....	178,138.85
Weeding and hoeing	17,829.10	10,274.60	15,338.23	.....	43,441.93
Pump expense.....	15,204.83	92,524.58	33,276.34	.....	141,005.75
Fertilizing.....	.....	107,919.04	52,702.84	135.60	160,757.48
Stripping.....	7,802.75	7,511.73	244.90	.....	15,559.38
Delivery to mill:					
Cutting cane	72,805.96	2,464.68	.....	.....	75,270.64
Loading cane.....	95,624.58	2,931.50	.....	.....	98,556.08
Hauling cane.....	35,325.42	2,709.56	.....	.....	38,034.98
Manufacture:					
Mill expense.....	79,471.18	5,190.28	.....	.....	84,661.46
Mill repairs.....	13,518.14	5,040.28	.....	.....	18,558.42
Shipment of sugar:					
Containers.....	48,831.98	1,859.63	.....	.....	50,691.61
Sundry accounts:					
Cleaning camps	1,000.11	1,000.11	1,000.10	.....	3,000.32
Forestry	163.31	163.31	163.28	.....	489.90
Firewood	3,593.93	3,593.93	3,594.94	.....	10,782.80
Hauling	1,266.73	1,266.73	1,266.79	.....	3,800.25
Hospital expense.....	686.40	686.40	686.39	.....	2,059.19
Hawaiian Sugar Planters' Association dues.....	10,892.39	15,618.12	20,647.54	.....	47,158.05
Incidental expenses.....	1,124.78	1,276.63	1,124.79	.....	3,526.20
Interest.....	3,505.66	3,505.66	3,505.68	.....	10,517.00
Insurance	460.41	460.41	460.43	.....	1,381.25
Immigration expenses (Japanese)	8,683.20	8,683.20	8,683.21	.....	26,049.61
Kindergarten	395.89	395.89	395.88	.....	1,187.66
Legal expense.....	478.35	478.35	478.35	.....	1,435.05
Medical expense	979.71	979.71	979.75	.....	2,939.17
Repairs—					
Buildings.....	731.61	731.61	731.62	.....	2,194.84
Fences.....	164.48	164.48	164.47	.....	493.43
Roads and bridges.....	208.00	208.00	208.02	.....	624.02
Telephones.....	89.43	89.43	89.45	.....	268.31
Rent.....	77,373.31	.....	406.75	.....	77,780.06
Stationery	209.13	209.13	209.14	.....	627.40
Taxes.....	24,007.82	24,007.82	24,007.83	.....	72,023.47
Surveying	320.23	320.23	320.23	.....	960.69
Depreciation	622,420.68	367,393.86	241,795.11	547.05	1,232,156.70
12 months' operating expenses	637,528.63	376,110.94	247,418.23	547.05	1,261,604.85
Totals as per last report	547,918.51	226,820.33	6,327.93	.....	.....
Total for crop 1901	1,185,447.14	.....	.....	.....	.....
Total for crop 1902.....	.....	602,931.27	.....	.....	.....
Total for crop 1903.....	.....	.....	253,746.16	.....	.....
Total for crop 1894.....	.....	.....	.....	547.05	.....
Transfer cost of 981.875 tons sugar, at \$36.62, to sugar account, Exhibit C.....	.....	35,956.26	.....	.....	.....
Total cost of crop 1902 .....	.....	556,975.01	.....	.....	.....

REMARK.—The labor distributed throughout the above amounts to \$597,813.64.

EXHIBIT C.—*Revenue account, year ending December 31, 1901.*

SUGAR AND BY-PRODUCTS.

Expenditures.	Total.	Earnings.	Total.
To total cost of crop 1901 as per Exhibit B.....	\$1,185,447.14	By foreign sales of sugar, 25,450.5625 tons, at \$75.073	\$1,910,660.23
To cost of 981.875 tons transferred from crop 1902:		Less New York, San Francisco, and Honolulu charges, 25,450.5625, at \$11.495 ..	292,565.87
Operating expenses, at \$36.62 per ton, as per Exhibit B	85,956.26	Net proceeds, 25,450.5625 tons, at \$63.578	\$1,618,094.36
Balance carried down:		By unreported sugar (estimated), 6,801.0625 tons, at \$53.87..	\$366,873.24
Account of crop 1901.....	\$793,561.48	Less railroad freight and insurance, at \$1.37.	9,311.79
Account of crop 1902	15,549.60	By local sales, 119.000 tons.....	357,051.45
	809,111.08	By undried sugar in mill (estimated) 380.0000 tons.....	9,377.20
		Total, 32,750.6250 tons.....	16,530.00
		By less undried sugar included in last report, 379.7500 tons	2,001,063.60
		Total sugar crop, 1901, 32,370.8750 tons.....	22,785.00
		By molasses sold	1,978,278.60
		By unreported sugar crop, 1902, 981.8750 tons, at \$53.87.....	730.00
		Less railroad freight and insurance	1,979,008.60
			51,505.80
	2,030,514.48		2,030,514.48

PROFIT AND LOSS.

1901		1900.	
Dec. 31. To dividends paid during 1901	\$600,000.00	Dec. 31. By balance forward as per last report	\$272,214.32
To deficit on estimated sugar in last report.....	26,055.41	1901.	
To plantation account, proportion written off.....	27,241.24	Dec. 31. By balance as above brought down:	
To interest on bonds, paid during 1901.....	\$30,000.00	Crop of 1901.....	\$793,561.48
Accrued and unpaid.....	15,000.00	Crop of 1902.....	15,549.60
Balance to next year's profit and loss account.....	402,020.91	By profit on merchandise..	809,111.08
		By harvesting and manufacturing Apokaa Sugar Co.'s crop—469.9375 tons, at \$15.00	16,800.00
		Less expenses	2,192.14
	1,100,817.56		1,100,817.56
		1901.	
		Dec. 31. By balance brought down.	402,020.91

EXHIBIT D.—*Balance sheet (condensed) December 31, 1901.*

RESOURCES.

Properties, as per Exhibit A.....	\$2,196,910.98
Hawaiian Fibre Company stock, 15 shares	15,000.00
Apokaa Sugar Company stock, 400 shares.....	52,281.37
California and Hawaiian Sugar Refining Company stock, 712 shares..	56,960.00
Plantation as per last report	\$2,687,241.24
Less amount to profit and loss.....	27,241.24
	2,660,000.00
	4,967,652.35

Crop 1902, as per Exhibit B.....	\$566, 975. 01	
Crop 1903, as per Exhibit B.....	263, 746. 16	
Crop 1904, as per Exhibit B.....	547. 05	
		\$821, 268. 22
Cash	2, 038. 88	
Coal.....	55, 870. 12	
Supplies.....	92, 064. 47	
Merchandise.....	11, 369. 03	
Sugar outstanding and in mill.....	435, 796. 84	
		597, 139. 34
Personal and trade accounts.....		2, 038. 47
		\$1, 420, 446. 03
		6, 388, 098. 38

LIABILITIES.

Castle & Cooke, Limited, agents.....	\$382, 049. 50	
Unpaid drafts on agents	663. 83	
Unpaid dividends	19, 027. 60	
Unpaid interest on bonds	15, 000. 00	
		\$416, 740. 93
Personal and trade accounts.....		69, 336. 54
		486, 077. 47
Bonds		500, 000. 00
Capital stock.....		5, 000, 000. 00
Profit and loss		402, 020. 91
		6, 388, 098. 38

Examined and found correct.

T. RICH'D. ROBINSON,
Auditor Ewa Plantation Company.

HONOULULU, February 8, 1902.

EXHIBIT E.—Summary of receipts and disbursements twelve months ending December 31, 1901.

RECEIPTS.

From balance of crop 1900 sugar, as per last report (estimated)	\$494, 759. 93	
Less overestimate in same	26, 055. 41	
		\$468, 704. 52
From sales of crop 1901 sugar, to hand.....	1, 618, 094. 86	
Less undried sugar crop 1900, included in last report.....	22, 785. 00	
		1, 595, 309. 86
From local sales sugar crop 1901.....		9, 377. 20
From molasses sold.....		730. 02
From profit on merchandise	16, 800. 02	
From merchandise stock reduced.....	2, 195. 74	
		18, 995. 76
From net profit on grinding contract with Apokaa.....		2, 192. 14
From personal accounts receivable reduced	7, 222. 70	
From personal accounts payable increased	238, 470. 43	
		245, 693. 13
Total receipts		2, 341, 002. 63
Cash on hand December 31, 1900.....		3, 025. 91
		2, 344, 028. 54

DISBURSEMENTS.

For twelve months operating expenses, per Exhibit B	\$1, 261, 604. 85	
Less depreciations included in same	\$29, 448. 15	
Immigration expenses included in same	26, 049. 61	
Coal included in same	27, 817. 72	
		83, 315. 48
Total cash outlay for operating expenses.....		1, 178, 289. 37

For permanent improvements, per Exhibit A	\$414,869.69
For supplies additional	29,571.39
For railroad freight and insurance on outstanding sugar.....	10,699.44
For Apokaa Sugar Company stock, 196 shares.....	\$21,599.77
For California and Hawaiian Sugar Refining Company stock, 712 shares.....	56,960.00
	<hr/>
	78,559.77
For dividends.....	600,000.00
For interest in bonds paid during 1901.....	30,000.00
	<hr/>
Total disbursements	2,341,989.66
Cash on hand December 31, 1901	2,038.88
	<hr/>
	2,344,028.54

EXHIBIT No. —

THIRD ANNUAL REPORT OF THE OLAA SUGAR COMPANY, LIMITED, FOR THE YEAR ENDING DECEMBER 31, 1901.

[Officers for 1902: L. A. Thurston, president; B. F. Dillingham, vice-president; A. W. Van Valkenburg, secretary; E. E. Paxton, treasurer; E. A. Mott-Smith, auditor.]

TREASURER'S REPORT.

HONOLULU, *December 31, 1901.*

To the stockholders of the Olaa Sugar Company, Limited.

GENTLEMEN: I herewith submit the following exhibits showing the financial condition of your company on the 31st day of December, 1901, as prepared by the plantation bookkeeper, Mr. J. F. Clay.

Exhibit A.—Operating expenses for thirty months ending December 31, 1901.

Exhibit B.—Stock expenditures.

Exhibit C.—Stores.

Exhibit D.—Balance sheet.

I further submit condensed statement of receipts and expenditures for the current year, and also details of capital stock and bond accounts.

Treasurer's statement of receipts and disbursements for the year ending December 31, 1901.

RECEIPTS.

Assessments on stock, including \$73,801.50 charged to stock in treasury	\$520,481.57
The B. F. Dillingham Company, Limited, agents:	
Balance due plantation per last report, paid over	\$317,430.14
Additional advances.....	85,137.63
	<hr/>
	402,567.77
Personal accounts:	
Per Exhibit D	134,228.18
Less amount due per last statement.....	56,291.94
	<hr/>
	77,936.24
Bills payable:	
Secured by bonds	225,000.00
Bonds:	
Sold since last report.....	81,000.00
Sugar sales:	
Cane sold to Waiakea Mill Company.....	46,422.29
	<hr/>
Total receipts	1,353,407.87

DISBURSEMENTS.

Crops:	
Total per Exhibit A	\$1,394,907.09
Less amount published December 31, 1900—	
Crop 1901-2.....	\$619,703.81
Crop 1902-3.....	95,940.00
	<u>715,643.81</u>
Total expended during 1901.....	\$679,263.28
Stock expenditures:	
As per Exhibit B.....	492,739.96
Less real estate paid for in capital stock.....	123,403.50
	<u>369,335.86</u>
Less depreciation charged to crops.....	87,011.48
	<u>282,324.38</u>
Total expended for permanent improvements during 1901	282,324.38
Personal accounts and contract advances:	
Per Exhibit D.....	259,393.25
Less amount per last report	58,936.13
	<u>200,457.12</u>
Stock Keau Land and Planting Company	2,250.00
Supplies and stores:	
Per Exhibit D.....	127,843.37
Less amount December 31, 1900	21,767.43
	<u>106,075.94</u>
Treasury stock:	
Amount credited to assessments to make delinquent stock 60 per cent paid	73,801.50
Cash on hand:	
Per Exhibit D.....	12,176.31
Per last report	2,940.66
	<u>9,235.65</u>
Total disbursements	1,353,407.87

CAPITAL STOCK.

A. Paid up:	
Total number of shares issued according to last report, 111,867, par value	\$2,237,340.00
Total number of shares issued for lands turned over to company on agreements of sale during 1901, 6,171, par value	123,420.00
	<u>2,360,760.00</u>
Total paid up issued, 118,038, par value.....	139,240.00
Leaving balance in treasury, 6,962, par value	<u>2,500,000.00</u>
Total authorized issue 125,000, par value	
B. Assessable:	
	Shares.
Total issue	125,000
Returned to treasury on delinquent sales.....	9,008
	<u>115,992</u>
Leaving balance outstanding	
Assessments have been paid as follows:	
497 shares paid up in full	\$9,940.00
115,495 shares on which 60 per cent has been called, at \$12	\$1,385,940.00
Less amount not yet paid	27,126.50
	<u>1,358,813.50</u>
9,008 shares of treasury stock—amount paid in at time of sale	34,294.50
Balance credited to assessments to make 60 per cent paid.....	73,801.50
	<u>108,096.00</u>
125,000 shares on which have been collected	1,476,849.50

BONDS.

Total issue	\$1,250,000.00
Placed as collateral security to notes amount to \$725,000	\$835,000.00
Sold	415,000.00
	<hr/> 1,250,000.00

REQUIREMENTS FOR 1902.

It is estimated that the requirements for the coming year necessary for carrying forward the development of the plantation as outlined in the report of the manager will be in the neighborhood of \$1,200,000.

Assessments have been suspended until June 1 next. The date on which the same may be resumed will depend on the returns from the crop now being harvested and local financial conditions.

Respectfully submitted.

ELMER E. PAXTON,
Treasurer Olaa Sugar Company, Limited.

EXHIBIT A.—Operating expenses for thirty months ending December 31, 1901.

	Crop 1901-2.	Crop 1902-3.	Crop 1903-4.	Total.
Clearing	\$154,030.16	\$199,417.49	\$35,000.00	\$388,447.65
Plowing and harrowing	62,877.66	20,904.20	6,400.20	90,182.06
Planting	10,325.30	7,360.63		17,685.93
Hoeing	31,396.40	10,100.78		41,497.18
Cultivating	3,139.89			3,139.89
Fertilizing	10,544.17	14,720.73		25,264.90
Stripping	7,911.35			7,911.35
Cutting cane.....	4,286.90			4,286.90
Loading cane.....	9,509.33			9,509.33
Railroad cane.....	5,146.77			5,146.77
Fluming cane.....	65.80			65.80
Mill expense, mechanical	4,138.68			4,138.68
Mill expense, manufacturing.....	6,289.14			6,289.14
Fuel	503.15			503.15
Containers	4,018.20			4,018.20
Buildings repair	5,039.42	2,519.71		7,559.13
Fence repair	308.64	154.82		463.46
Harness repair	5,561.54	2,780.77		8,342.31
Wagons and carts repair	6,821.80	3,410.90		10,232.70
Tools and implements repair	18,796.91	9,398.45		28,195.36
Roads repair	379.27	189.63		568.90
Railroad expense	104.89	52.45		157.34
Locomotive expense.....	398.37	194.19		592.56
Hospital expense	5,535.22	2,767.61		8,302.83
Horse and mule expense	100,357.45	53,529.97	6,702.50	160,589.92
Labor expense	62,292.92	31,146.46		93,439.38
Contract expense	9,057.42	4,528.71		13,586.13
Expense account	13,710.57	6,855.28		20,565.85
Expense, office.....	1,451.32	725.66		2,176.98
Expense, legal	131.73	65.86		197.59
Insurance.....	1,969.33	984.67		2,954.00
Tax	19,756.33	9,878.16		29,634.49
Interest, premium, etc.....	35,357.55	17,678.77		53,036.32
Commission.....	18,600.50	9,300.25		27,900.75
Rent	24,623.27	12,311.63		36,934.90
Surveying.....	7,305.63	3,652.82		10,958.45
Firewood	5,150.81	2,575.40		7,726.21
Forestry.....	1,412.57	706.28		2,118.85
Management.....	83,135.01	16,567.51		99,702.52
Seed	68,195.10	26,561.95		94,757.05
Live stock.....	4,766.67	2,383.83		7,150.50
Depreciation	58,007.66	29,003.82		87,011.48
Interest on bonds	14,650.00	7,325.00		21,975.00
Total for crop 1901-2	887,051.00			
Total for crop 1902-3		509,753.39		
Total for crop 1903-4			48,102.70	1,394,907.09

REMARK.—1. The labor distributed throughout the above amounts in all to \$783,292.03.
REMARK.—2. The above exhibit shows the operating expense, distributed by crops, from the organization of the company to date, and includes the crop expenditures as published in reports of 1899 and 1900.

EXHIBIT B.—Stock expenditures.

	Balance Dec. 31, 1900.	Additions during twelve months.	Totals.	Deterioration.		Present value.
				Per cent.	Amount.	
Real estate.....	\$2, 251, 976. 50	\$121, 271. 50	\$2, 373, 248. 00	.....	.....	\$2, 373, 248. 00
Buildings.....	157, 013. 36	12, 146. 55	169, 159. 91	10	\$16, 915. 99	152, 243. 92
Live stock.....	56, 902. 34	4, 486. 00	61, 388. 34	10	6, 318. 84	55, 069. 50
Fences.....	7, 257. 12	2, 770. 09	10, 027. 21	5	501. 36	9, 525. 85
Wagons and carts.....	9, 415. 73	4. 84	9, 420. 57	25	2, 355. 14	7, 065. 43
Harness.....	5, 910. 98	.....	5, 910. 98	25	1, 477. 74	4, 433. 24
Tools and implements..	15, 611. 21	.....	15, 611. 21	50	7, 521. 86	8, 089. 35
Roads and bridges.....	44, 472. 07	7, 513. 92	51, 985. 99	5	2, 549. 29	49, 436. 70
Office fixtures.....	979. 22	133. 23	1, 112. 45	24	37. 80	1, 084. 65
Furniture and fixtures..	750. 00	488. 50	1, 238. 50	5	61. 92	1, 176. 58
Mill machinery.....	275, 052. 09	140, 835. 11	415, 887. 20	5	20, 769. 36	394, 617. 84
Mill buildings.....	37, 601. 19	72, 942. 65	110, 543. 84	5	5, 527. 19	105, 016. 65
Machine shop.....	.....	10, 234. 19	10, 234. 19	5	511. 71	9, 722. 48
Water expense.....	46, 818. 31	119, 064. 31	165, 882. 62	10	16, 588. 26	149, 294. 36
Railroads.....	48, 033. 75	.....	48, 033. 75	10	4, 803. 37	43, 230. 38
Rolling stock.....	9, 079. 38	1, 348. 47	10, 427. 85	10	1, 042. 79	9, 385. 06
Sawmill.....	388. 45	.....	388. 45	10	88. 86	349. 59
Total.....	2, 967, 261. 70	492, 739. 36	3, 460, 001. 06	.....	87, 011. 48	3, 372, 989. 58

REMARK.—Total labor on above amounts to \$199,113.79.

SUPPLY ACCOUNT.

Lumber on hand.....	\$17, 000. 00
Sugar bags.....	40, 000. 00
Wagon material.....	975. 00
Tools and implements, material.....	2, 320. 00
Stores.....	67, 548. 37
Total.....	127, 843. 37

EXHIBIT C.—Statement of the Olaa Stores Nos. 1 and 2.

Buildings.....	\$7, 000. 00	Olaa Sugar Company, Limited.....	\$67, 548. 37
Fixtures.....	1, 005. 50		
Wagons and mules.....	380. 00		
Harness.....	20. 00		
Merchandise in stock.....	19, 055. 29		
Merchandise in transit.....	19, 775. 00		
Personal accounts.....	18, 599. 01		
Cash on hand.....	1, 713. 57		
Total.....	67, 548. 37	Total.....	67, 548. 37

EXHIBIT D.—Balance sheet December 31, 1901.

STORES AND SUPPLIES.

Flume lumber.....	\$17, 000. 00
Sugar bags.....	40, 000. 00
Wagon material.....	975. 00
Tools and implements.....	2, 320. 00
Stores.....	67, 548. 37
	\$127, 843. 37

REAL ESTATE AND PERMANENT IMPROVEMENTS.

Buildings.....	\$152, 243. 92
Real estate purchase by company.....	} 2, 373. 248. 00
Real estate paid-up stock.....	
Live stock.....	55, 069. 50
Fences.....	9, 525. 85
Wagons and carts.....	7, 065. 43
Harness.....	4, 433. 24
Tools and implements.....	8, 089. 35
Roads and bridges.....	49, 436. 70

Office fixtures.....	\$1,084.65
Furniture and fixtures.....	1,176.58
Water expense (water heads, reservoirs, and flumes)...	149,294.36
Railroads.....	43,230.38
Rolling stock.....	9,385.06
Machine shop and machinery.....	9,722.48
Sawmill.....	349.59
Mill machinery.....	394,617.84
Mill buildings.....	105,016.65
	<hr/>
	\$3,372,989.58

SUNDRIES.

Cash on hand.....	\$12,176.31
Treasury stock assessments paid.....	73,801.50
Advances:	
Government road, Olaa.....	\$1,934.78
Government road, Hilo.....	2,531.25
	<hr/>
	4,466.03
Pending land patents.....	10,199.13
Board of education.....	3,250.29
Clearing and road contracts.....	21,925.66
Wood contracts.....	1,063.50
Cane growers' contracts.....	207,756.33
Stock—Keaau Land and Planting Company, Limited...	2,250.00
Personal accounts.....	10,750.31
Crop 1901-2.....	\$837,051.00
Crop 1902-3.....	509,753.39
Crop 1903-4.....	48,102.70
	<hr/>
	1,394,907.09
	<hr/>
	1,742,546.15
	<hr/>
	5,243,379.10
	<hr/>
Capital stock (assessable).....	1,476,829.50
Capital stock (paid up).....	2,360,761.50
Unpaid drafts.....	1,052.00
Personal accounts and agents' advances.....	216,588.81
Bills payable.....	725,000.00
Bonded debt.....	415,000.00
Interest due on bonds.....	1,725.00
Sugar sales.....	46,422.29
	<hr/>
	5,243,379.10

AUDITOR'S REPORT.

I have examined the books of the Olaa Sugar Company, have checked the receipts and expenditures with the vouchers on file, verified the yearly trial balance, counted the cash on hand, and examined the annual statements of accounts, all of which I find to be correct.

W. G. TAYLOR,
Acting Auditor.

DECEMBER 31, 1901.

MANAGER'S REPORT.

To the President, Board of Directors, and Stockholders of the Olaa Sugar Company, Limited.

GENTLEMEN: I beg to submit the following report of the operations of the Olaa Sugar Company, Limited, for the year ending December 31, 1901.

WATER SUPPLY.

The water supply of the company has been largely developed during the past year by the extension of previous tunnels and the digging of new ones. One thousand eight hundred and sixty-nine feet of tunnels have been constructed to date. These tunnels all concentrate at one point into a main flume. Extension of the tunnels is still going on. The present supply of water appears to be sufficient to supply all the needs of the mill and for fluming, but as tunneling continuously develops more water I thought it best to continue so as to have an assurance against deficiency in the driest weather.

FLUMES.

The main flume, from the water head to the cane fields and across the plantation to the Volcano road, has been completed. It meets the Volcano road just above the so-called "Peck road" at about 18 miles, being a little over a mile above Mountain View, approximately 10 miles above the mill.

From this main supply flume two flumes for carrying cane have been constructed longitudinally through the fields to the mill, and a third one will be completed within a month. A fourth will be constructed immediately. These four, with cross flumes from one to the other, cover the entire territory for 10 miles above the mill, and will enable the fluming of all cane lying between the mill and an elevation of 1,800 feet. About 40 miles of flume are now constructed.

Considerable doubt having been expressed by practical fluming men as to the feasibility of keeping the mill supplied by cane flumes from the distances required and with the amount of water available at Olaa, I am glad to say that nearly two months' experience has demonstrated the entire practicability of this method of transportation under the conditions presented at Olaa. In fact, with only one flume in operation, using between 4,000,000 and 5,000,000 gallons per twenty-four hours, a delivery of over 60 tons of cane per hour has been accomplished, keeping the mill in continuous operation to its full capacity. Fluming is now going on simultaneously and with perfect success from the fields along the Puna road, 1 mile from the mill, from Peter Lee's at Eleven Miles, 3 miles from the mill, and from the fields back of Mountain View, 10 miles from the mill.

The water from the flume has been ample for all mill purposes, although the month of December was unusually dry.

RESERVOIRS.

As there has not yet been need for water at the 20-mile point on the Volcano road, where our reservoirs are located, no further development or increase of the same has taken place. They will be completed during the coming summer and water stored there with which to remove the cane lying between that point and the main flume at Eighteen Miles.

A storage reservoir at the mill, with a capacity of 750,000 gallons, for mill use, is nearly completed, and it is intended to build for the same purposes another storage reservoir of larger capacity a short distance above the mill, from which the mill can be supplied by gravity instead of by pump as at present.

MILL.

There were unexpected delays in the completion of the mill, so that it was not ready to begin grinding until December 23, when the taking off of the crop began. With the exception of a few matters of detail easily remedied, the mill is an extremely satisfactory piece of work and gives every indication that it will fully comply with all expectations and estimates as to its power and capacity. The estimated capacity is 150 tons per twenty-four hours. Although no complete run of twenty-four hours has yet been made, it is a practical certainty that the mill has more than the estimated capacity. I believe that under favorable conditions the mill will be able to turn out 200 tons per day.

It is due to the contractors, the Honolulu Iron Works, and the efficient foreman in charge of the erection work, Mr. James Scott, to say that the contract has been carried out in the most conscientious and satisfactory manner and that your company possesses one of the most up-to-date, economical, and efficient sugar mills in the world.

RAILROAD.

With the exception of the car yard at the mill and the connection with the main tracks of the Hilo Railroad Company, no plantation railroad has been installed during the past year. A large part of the third crop will be planted below the mill, and a railroad track will be necessary to harvest this crop. The necessary rails are all here and will be installed in ample time for the harvesting of that crop.

The Hilo Railroad has during the past year extended its track from the mill longitudinally through the plantation as far up as Mountain View, or to approximately the Seventeen Mile point on the Volcano road. It has also graded its road approximately to the Twenty-two Mile point on the Volcano road.

The plantation has made arrangements with the railroad company for the transportation to the mill of all cane lying above the plantation flumes at a rate which makes it inexpedient for the plantation to construct tracks to such fields. The construction of the railroad will also bring into cultivation with sugar cane, for manufacture at the Old mill, a large area lying above the plantation, held by private owner.

LABOR.

In common with the entire planting interests of the country, Old could have used to advantage a larger number of laborers during the past year, but has suffered as little as almost any plantation. But for the fact that harvesting is now going on, we would have about enough people; as it is we could do better with several hundred more.

During the past year a number of Porto Ricans have been added to the labor force.

We have on the plantation 237 Porto Ricans, including women and children.

Although there is among them a good deal of poor material, the majority of them are fair workers, and we have had little trouble with them. I think that one prime reason for this is that we have continuously maintained in our employ a thoroughly competent interpreter so that there has been no misunderstanding between laborers and manager as to what was wanted on either side.

The total number of employees on the plantation is as follows:

Management and office	14
Linas	34
Mechanics	42
Chinese cane contractors	21
Japanese cane contractors	399
Japanese laborers	805
Japanese women	38
Chinese	206
Portuguese	100
Hawaiians	20
Porto Ricans	220
Porto Rican women	17
Other nationalities	19
Total	1,935

In addition to these there are about 550 persons engaged in sundry clearing contracts.

SHARE PLANTING.

Three forms of share-planting contracts are in use on the plantation:

First. Where the planter owns his own land and the plantation makes no advances to him.

Second. Where the planter plows and plants plantation land and furnishes most of his own capital.

Third. Where the plantation plows and plants the land and then turns it over to the planters to care for the cane until maturity.

Under the first two forms the cane is purchased by the plantation at so much per ton, the price being on a sliding scale based on the current price of sugar.

Under the third form a flat rate of so much per ton of cane is paid to the planter.

Under the first form 50 planters are now cultivating under contract with the plantation.

Under the second form 60 planters are cultivating about 600 acres under contract with the plantation.

Under the third form 420 contractors are cultivating 3,175 acres.

A much larger number of outside landowners are anxious to plant cane for sale to the plantation, but are prevented from doing it by lack of capital. As soon as the company is in a position to do so I strongly advise that reasonable advances be made to reliable planters. If outside capital can be induced to make advances to the planters, it would be a sound proposition for the plantation to guarantee the account, taking security on the land and crops for so doing, and further protecting itself by having the advances made guaranteed by this company in the way of accepted orders, inspection being made from time to time as to the progress and value of the work. I earnestly recommend consideration of this plan, believing that if it is adopted several thousand acres of additional land will be brought under cultivation as soon as the necessary capital is available.

CROP OF 1901 AND 1902.

It was expected that the mill would be ready in August or September last. Owing to the delay in completion it was thought best not to hold the 247 acres of cane planted for seed cane which was not needed,

and which had tasseled, and the same was sold to the Waiakea Mill Company, the proceeds of same amounting to \$46,422.29 net.

Plantation cane	Acres
Planted by outsiders.....	3,54
Amounting to.....	4,4
Less	2
Leaving	4,1

now being ground.

It is too early in the season to make definite estimate of what the total yield will amount to, but I feel confident that the estimate of last year, of 5 tons to the acre, will be fully borne out.

CROP OF 1902 AND 1903.

Estimated area of second crop is as follows:

Plant cane	Acres
Long ratoons.....	2,060
Twelve months' ratoons.....	329
Estimated Puna Sugar Company	1,000
Estimated, other outside landowners.....	1,100
Total	500
Total	4,990

The varieties of plantation cane for the second crop are:

Lahaina	Acres
Caledonia.....	2,7
Rose bamboo	2
Yellow bamboo	3
Total	1
Total	3,3

The planting of the second crop was completed in October. Being planted in good season it has a much stronger and more advanced growth than the first crop had at this season and should produce heavier average yield.

CROP OF 1903 AND 1904.

The estimated area of the third crop is as follows:

Plant cane.....	Acres
Long ratoons from first crop.....	2,2
Short ratoons from second crop.....	2,5
Outside owners.....	1,0
Total estimated area.....	7
Total estimated area.....	6,4

Planting on the upper lands began simultaneously with grinding and will be continued without interruption. The top seed from the upper land is being used exclusively for planting. I expect to plant all the lands intended for third crop lying above 1,000 feet elevation by the middle of the year and begin planting lands below that elevation about the middle of June.

CHARACTER OF THE CANE.

The apparent evenness of the growth of the young cane at the different elevations ranging from 300 feet near the mill to 2,000 feet

noted in last year's report, has continued to maturity. The cane is now being cropped at elevations ranging from 300 feet to 1,800 feet, and the quality of cane at the various elevations is nearly the same.

It was feared by some that owing to this being a rainy district the saccharine quality of the cane would be low. This fear has been entirely disproved, however, as the following figures will show.

The average of all Olaa cane ground, including that from all elevations, plant and ratoons, and being part Lahaina, part rose bamboo, and part yellow bamboo, up to the 31st day of December, is as follows: Density (Brix.), 19.97; sucrose, 17.82; purity, 88.94.

Individual analyses have been made as high as: Density (Brix.), 20.7; sucrose, 18.28; purity, 90.75.

WEATHER.

The weather has been good throughout the year, no inconvenience having been suffered, the rainfall being ample and evenly distributed, as appears by the appended report.

Rainfall and temperature for the year ending December 31, 1901.

Date.	Nine miles.			Mountain view.		
	Rain-fall.	Temperature.		Rain-fall.	Temperature.	
1901.	<i>Inches.</i>	°	°	<i>Inches.</i>	°	°
January 31.....	9.27	62	79	13.59	59	70
February 28.....	9.20	61	80	10.92	58	72
March 31.....	19.59	64	80	25.10	61	71
April 30.....	13.56	63	78.8	13.71	61.4	72.7
May 31.....	2.51	60.7	81	9.04	69	75.5
June 30.....	4.04	62.1	79.5	4.81	63	77
July 31.....	6.21	63	78.6	9.17	61.7	73.2
August 31.....	10.72	64.3	79.6	7.34	64	72.3
September 30.....	6.06	63	81.5	8.61	60	74
October 31.....	10.20	69	78	12.28	60	73
November 30.....	36.81	60	69	45.86	60	70
December 31.....	14.08	63	72	15.22	59	71
Total.....	142.25	.....	.....	175.65	.....	.....
Average.....	11.85	62.9	78	14.64	61.8	72.6

Respectfully submitted.

F. B. McSTOCKER, *Manager.*

EXHIBIT No. — .

OLAA SUGAR COMPANY, LIMITED—ANNUAL REPORTS, PRESENTED AT THE ADJOURNED ANNUAL MEETING OF THE STOCKHOLDERS, HELD AT THE ROOMS OF THE CHAMBER OF COMMERCE, HONOLULU, APRIL 30, 1900.

[Officers for 1899: L. A. Thurston, president; H. P. Baldwin, vice-president; A. W. Carter, secretary; J. B. Castle, treasurer; E. E. Paxton, auditor.]

TREASURER'S REPORT.

To the Stockholders of the Olaa Sugar Company, Limited.

GENTLEMEN: The expenditures for the development of your estate of the receipts from assessments on the capital stock of your company will be found distributed in the following financial exhibits prepared by Mr. J. F. Clay, the plantation bookkeeper.

A.—Statement of operating expenses—crop 1901-2.

B.—Statement of stock expenditures.

C.—Statement of resources and liabilities.

It will be of especial interest to stockholders to know that in spite of the protracted financial depression caused by the plague, but a very small percentage of the stock has become, or gives signs of becoming delinquent. After as careful an estimate of the needs of the plantation for the first year's work as under the circumstances it was possible to make, the directors determined, with the desire to distribute the burden of assessments into as small payments at regular intervals as practicable, to levy the same, monthly, at 2½ per cent each from October 1, 1899, to July 1, 1900. The assumption by our company, however, of the factory contract of the Kihei Plantation Company with the Honolulu Iron Works brought within this period heavy payments which were not expected to accrue until subsequently to July 1, while the publication of assessments to that date precluded any addition or increase of the same in the interim. While the purchase of the Kihei contract has proved from every point of view advantageous to the Olaa Sugar Company, the payments on account of the contract and the enlargement thereof will be responsible for the greater part of the anticipated debit balance with your agents on July 1 next. The amount, together with the remaining payments on the factory contract as well as its transportation and erection, and the planting of an appropriate second crop, will all necessitate a heavier average assessment for the period of sixteen or eighteen months to elapse between July 1 next and the first returns of sugar than for the first year of your work. We now estimate that the total assessments levied between August 1 and January 1 will amount to 30 per cent, or \$6 per share. It will be the aim of the directors to divide the remaining 35 per cent assessable during 1901 in as moderate installments and at as regular intervals as practicable.

Your manager's report will already have satisfied you that your money is being expended to good purpose.

J. B. CASTLE,
Treasurer Olaa Sugar Company.

HONOLULU, *March 22, 1900.*

EXHIBIT A.—*Statement of expenditures, crop 1901-2.*

Clearing.....		\$75,261.86
Plowing and harrowing.....		11,139.07
Purchase of seed cane.....	\$12,598.13	
Cutting seed.....	3,571.85	
Hauling seed.....	5,122.81	
Planting seed.....	6,068.97	
Hoeing seed.....	7,896.80	
Fertilizing seed.....	44.17	
		<hr/>
		35,302.73
Live stock depreciation (8 mules, 2 horses, dead).....		1,400.00
Expenses, legal, office, and incidentals.....		2,317.31
Agent's commission, Honolulu.....		2,250.00
Rent.....		9,808.75
Surveying.....		3,163.65
Horse and mule expenses.....		30,853.92
Hospital expense.....		1,655.90
Labor exporting, importing, proportion this crop.....		2,893.10
Wagons and carts repair.....		1,535.25
Harness repair.....		1,787.39
Tool and implement repair.....		5,616.01
		<hr/>
		184,984.94
Less Interest, Premium, etc.....		1,270.51
		<hr/>
Total.....		183,714.43

EXHIBIT B.—*Stock expenditures.*

Buildings.....	\$88,434.88
Real estate (purchased by company).....	6,620.00
Live stock.....	47,265.34
Fences.....	2,150.39
Wagons and carts.....	8,466.73
Harness.....	4,713.98
Tools and implements.....	9,958.90
Roads and bridges.....	1,312.20
Office fixtures.....	611.61
Furniture and fixtures.....	750.00
Mill machinery (first payment).....	104,000.00
Supply account (material on hand).....	14,872.00
Water expenses (reservoirs and watersheds).....	4,937.42
Forestry (coffee and fruit trees).....	490.35
	<hr/>
Total.....	294,583.80

EXHIBIT C.—*Statement of resources and liabilities of the Oloa Sugar Company, Limited, December 31, 1899.*

Buildings.....	\$88,434.88
Real estate (obtained for paid-up stock).....	2,146,580.00
Real estate (purchased by company).....	6,620.00
Live stock.....	47,265.34
Fences.....	2,150.39
Wagons and carts.....	8,466.73
Harness.....	4,713.98
Tools and implements.....	9,958.90
Roads and bridges.....	1,312.20
Office fixtures.....	611.61
Furniture and fixtures.....	750.00
Mill machinery (first payment).....	104,000.00
Supply account (material on hand).....	14,872.00
Water expense (reservoirs and water heads).....	4,937.42
Forestry (coffee and fruit trees).....	490.35
	<hr/>
	2,441,163.80

Cash on hand.....	\$966. 26	
Alexander & Baldwin, San Francisco	6, 232. 49	
Store.....	4, 112. 60	
Advances:		
Puna Road Board	340. 60	
Pending land patents.....	1, 256. 31	
Clearing and road contracts	29, 496. 06	
Cane growers	2, 348. 09	
Tunneling for water	238. 00	
Personal accounts	10, 074. 79	
Labor expense (not charged off)	12, 273. 51	
Crop 1901-2 (as per trial balance)	183, 714. 43	
		\$251, 053.
		2, 692, 216.
Capital stock (assessments paid)		419, 782.
Capital stock (paid up)		2, 146, 540.
Unpaid drafts.....		49, 823.
Alexander & Baldwin, Honolulu		33, 599.
Personal accounts		42, 431.
		2, 692, 216.

OLAA, HAWAII, *December 31, 1899.*

REPORT OF THE MANAGER FOR SIX MONTHS ENDING DECEMBER 31, 1899.

OLAA, PUNA, HAWAII, *January 1, 1900.*

*To the President, Board of Directors,
and Stockholders of the Olaa Sugar Company, Limited.*

GENTLEMEN: I beg to submit the following report of the status of the operations of this company for the six months ending December 31, 1899, accompanied by a statement of resources and liabilities, as of that date:

I took charge of the Olaa plantation, as its manager, at the end of June, 1899, at which time there were about 50 free laborers at work, and some 40 acres of seed cane had been planted, and 3 horses were engaged in plowing. All plowing was being done by the Volcano Stables Company of Hilo. All of the rest of the material has been obtained, and the work hereinafter enumerated accomplished since, approximately, the first day of July last.

REAL ESTATE HELD BY THE COMPANY.

The prospectus of the company stated that the promoters expected to obtain "approximately 19,500 acres."

The promoters have closed all options on lands as the same fell due, and have now transferred to the company 13,000.85 acres in fee simple and 4,032 acres on a forty-year lease, and hold options on 1,569.15 acres in fee simple, yet to be closed up. These options are being closed as fast as they fall due.

In addition to the lands obtained by the plantation from the promoters, the company has purchased, on its own account, several small

pieces of land, mostly house sites previously reserved, and pieces connecting lands owned by the company. The area so purchased amounts to about 70 acres.

The company has also leased, on its own account, 200 acres of cane land.

The total area of the plantation, including the land under contract of purchase, is therefore 18,872.25 acres.

The lease under which the leasehold land is held gives the company the right to take from the land of Keaau from time to time any further land which the lessee may desire at the same rates of rent. There are considerable areas of cane land in Keaau which will be taken up later on as they are needed. It is estimated that this area will eventually reach fully 4,500 acres.

PURCHASE OF ADDITIONAL LAND.

Large amounts of land adjoining the lands of the plantation have been offered for sale; but it has been decided, except in special cases, where there is some peculiar value to the plantation attaching to the land offered, not to make any further purchases for the present, as it is deemed best to utilize cash resources for the purpose of developing the lands already owned by the company, rather than to increase the present area; the area of cane land already held being larger, with one exception, than any other plantation in the country.

PAID-UP STOCK ISSUED.

The contract between the company and the promoters was that paid-up stock should be issued to the promoters from time to time, as options were respectively closed and the lands made over to the company.

In pursuance with this contract the promoters have turned over to the company the land above enumerated, the contract value of which is \$2,179,617.50, for which there has been issued to the promoters 107,329 shares of paid-up stock of a par value of \$2,146,580.

There remains in the treasury yet unissued 17,671 shares of paid-up stock of a par value of \$353,420.

TRANSPORTATION.

The plantation lies along both sides of the Volcano road, beginning at 8 miles and extending to 22 miles from Hilo, the nearest and only base of supplies.

As all lumber, merchandise, and material of every kind whatsoever had to be transported by teams to the plantation, this subject received my earliest consideration. As soon as possible importations were made from California, and the company is now possessed of as fine a teaming outfit as there is to be found in the country, consisting of 402 mules and dump carts and wagons sufficient to do all the hauling and plowing necessary.

In addition to hauling all the lumber and supplies used on the place, all of the seed cane used has been brought from as far away as Honomu on the one hand, and Pahala plantation on the other; distances, respectively, of approximately 30 and 35 miles.

HILO RAILROAD.

The contract made with the Hilo Railroad to connect the plantation with Hilo stipulates that railroad connection shall be completed by November, 1900. It has, however, pushed operations much more rapidly than required by its contract. The grading of the road from Hilo to Olaa mill site is now nearly completed, and it is confidently expected that through rail connection will be in operation by the middle or end of March.

This will be of great assistance to the plantation, as it will reduce the cost of transportation from Hilo to about one-third of what it now costs and relieve the greater portion of the animals now used in teaming, so that they can be utilized in plowing and other plantation work.

BUILDINGS.

There were taken over with the various lands purchased by the company a few small scattered buildings, which furnished but slight accommodations.

This branch of the work has been pushed as fast as possible, and we now have well-built stables for over 400 mules and accommodation for 1,800 laborers, together with all necessary homes for skilled labor and superintendents.

With a few minor exceptions, no new buildings will be necessary during the development of the first crop except those appurtenant to the mill and its accessories. When other lands of the company begin to come into cultivation some additional buildings will have to be provided in order to get the labor near to the fields where they will work.

All of the buildings have been built with the full requirement of air space required by law, and an effort has been made to provide cottages for families and to prevent, as far as possible, the lodging of large numbers of people in one building, heretofore so frequently objected to in connection with plantation life.

SEED CANE.

As stated above, when I took charge there were already planted approximately 40 acres of seed cane on the plantation. Various Olaa residents had also planted small areas of cane, much of which has since been purchased from them by the plantation.

The planting of a sufficient amount of seed cane was one of the problems first taken hold of upon my arrival. The greatest item of difficulty and expense in connection therewith was the fact that nearly all plantations had ceased grinding, so that no top seed was available and the seed that could be obtained was at a great distance from the plantation.

A large portion of the seed purchased was "body cane," which, as is well known, does not make as good seed as do cane tops. A considerable percentage failed to germinate, requiring replanting. This has all been done, however, and all the fields are now coming on in good shape.

The policy decided upon was, so far as the seed could be obtained, to plant bamboo and caledonia on the upper lands and lahaina on the lower lands. There have to date been cleared, plowed, planted, and purchased and there is now in good growing condition seed cane of the kinds and amounts herein stated, viz:

	Acres
Lahaina	487
Yellow bamboo	61
Rose bamboo	132
Yellow caledonia	36
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Total seed cane	716

LAND CLEARED AND PLOWED.

In addition to the above 716 acres already planted, clearing and plowing has progressed as follows:

	Acres.
Plowed and harrowed twice, now ready to plant	1,145
Plowed once	1,450
<hr/>	
Total plowed	2,595
<hr/>	
Cleared and ready to plow	297
Cleared of vegetation (loose stone yet to be cleared before plowing)	1,520
Forest and stump land partly cleared, under contract to be cleared	1,500
<hr/>	
Total lands cleared, partly cleared, and under contract for clearing	3,317

SUMMARY.

Lands planted	716
Lands plowed and partly plowed	2,595
Lands cleared and under clearing contract	3,317
<hr/>	
Total	6,628

All of this land not planted this year will come into the second crop.

FIREWOOD.

In clearing forest land all suitable ohia wood is cut and piled in cord lengths. As soon as transportation facilities are ready this wood will be removed and sold, and should yield a good profit to the plantation. By the end of the present year transportation facilities should be such that this wood can be sent to market, besides furnishing the plantation with all the fence posts, railroad ties, and firewood it needs for many years to come.

It is not intended to clear the forest any more rapidly than is necessary for the planting of the crops.

ESTIMATED AREA, YIELD, AND RETURN FROM FIRST CROP.

There are so many preliminary requirements in the early stages of a plantation that an exact estimate of what the first crop will be cannot yet be made. The present intention, however, is to plant, say, 3,000 acres on the lower or Keaau lands and 1,000 acres on the upper or Olaa lands, 4,000 acres in all.

The Puna Sugar Company has requested that its first crop be ground at the Olaa mill, and a number of outside landowners are already planting cane to sell to the mill and others intend to do so. It is too early to state what this area will amount to, but I believe that there will be not less than 1,000 acres, or a total first crop of, say, 5,000 acres. (Since the above was written a contract has been closed with the Puna Company for their crop, which is guaranteed to be between 350 and 500 acres.)

ESTIMATED YIELD.

What the yield of the cane will be is, of course, not a matter of exact calculation. The basis for estimate is, first, the opinion of experts, and, second, the appearance of cane now on the ground. The experts who have given an opinion upon this subject are John T. Moir, manager of Onomea Sugar Company; C. M. Walton, manager Pahala plantation; Dr. Walter Maxwell, director of the Planters' Experiment Station, and Dr. E. Hartman, chemist for the Onomea and other plantations.

Mr. Moir, after an exhaustive inspection of the land, reported in writing as follows:

In my estimation these lands will produce from 5 to 6 tons of sugar per acre right along without the least strain. I consider this a very conservative estimate, as I have never seen richer soil anywhere on these islands. * * * In all my experience (which extends over eleven years in the district of Hilo) I have never seen finer soil for raising sugar.

Mr. Walton, in his expert report, states as follows:

For fertility I do not think the equal of this land can be found in Hawaii. * * * In my opinion these lands should produce a yield of from 5 to 7 tons per acre, which should be kept up for a long time, owing to the great depth and fertility of the soil.

Dr. Maxwell, after making a detailed examination of the land and an analysis of samples from all sections thereof, has made an exceedingly favorable report thereon, dealing with each portion of the plantation in detail. This report has never been printed, and I attach it herewith as a part of my report.

The concluding paragraph of his report is as follows:

Considered as a whole, the proposition of the Olaa Sugar Company, by reason of its magnitude, is very impressive, and the extent of the lands, with the nature of the soils and the apparent fitness of the climate, promises for the enterprise a great future.

Dr. Russell, upon being shown this analysis by Dr. Maxwell, stated to me that he had compared the same with the report (in his possession) of a body of German scientists appointed by the German Government to report on ideal sugar soils, and that their report as to component parts of ideal sugar soils and Dr. Maxwell's analysis of Olaa soils were practically identical.

Dr. E. Hartman, the chemist for the Hilo district plantations, analyzed a sample of 18-months-old Lahaina cane, grown without care or cultivation in Olaa, at an elevation of 1,500 feet. He reported that the analysis showed the cane to be higher in sucrose (cane sugar) and purity than any cane grown on any plantation in Hilo or Hamakua which had come to his attention. The analysis made on a laboratory extraction of juice showed: Sucrose, 17.56 per cent; purity, 94.4 per cent.

His report also states:

The juice extracted from this cane at a nine-roller mill would have approximated the following composition: Sucrose, 19.95 per cent; purity, 95 per cent.

Mr. Hartman has recently visited the plantation and examined a field of 25 acres of 6-months-old Lahaina cane, growing at an elevation of approximately 1,800 feet, and states that the field is as fine a stand of cane as any field of similar age in the Hilo district.

PRESENT CONDITION OF CANE.

Ocular demonstration of what cane will do in Olaa, which has come under my personal observation, is as follows:

Rose bamboo cane, 18 months old, which had neither care nor fertilizer, was recently cut in Olaa at an elevation of 2,000 feet, and stripped 11 to 13 feet.

At Mountain View, 16½ miles from Hilo, at an elevation of 1,520 feet, there is a field of yellow bamboo, planted in April last, which strips an average of 7 feet. The land on which it was planted was not cleared of stumps or plowed, and no fertilizer has been applied. The cane was planted by hand with pickaxes, and has only been hoed twice. It covered the land completely within six months, so that no further weeding was necessary.

There is cane now growing in not less than fifty different localities in Keaau and Olaa, and throughout the cane presents a strong and healthy growth.

Anyone can draw his own conclusions from the foregoing opinions and statements of fact. My opinion is that the company is amply justified in calculating upon a yield of not less than 5 tons of sugar per acre for its first crop. Without making any calculation for outsiders' cane, this would give the company, on a 4,000-acre crop, a full 20,000 tons of sugar.

If the prices of sugar are the same that they were in 1899 this would give to the plantation approximately \$72.50 per ton, or a total gross return of \$1,450,000.

If the price is only \$70 per ton, it will give a gross return of \$1,400,000.

If the yield should be 6 tons to the acre instead of 5 the total yield

would be 24,000 tons, which, at \$72.50 per ton, would give the company \$1,720,000, or at \$70 per ton would return the company \$1,680,000.

LABOR.

The number of people directly employed by the plantation is as follows:

Management and office	1
Overseers	4
Mechanics	8
Teamsters	3
Contract laborers	1,050
Contract Japanese women	6
Free Japanese	10
Chinese	13
Portuguese	2
Hawaiian	2
Other nationalities	2
<hr/>	
Total number plantation employees	1,623

The number of mechanics will be materially reduced this month, as building is practically completed.

In addition to this number of employees of the plantation, there are now working on clearing and other contracts for the plantation additional laborers to the number of 815. A large number of these will probably take up independent planting contracts.

COOPERATIVE LABOR.

Up to the present time all of the work has been preliminary, and no arrangements have, therefore, yet been made for a cooperative basis of producing cane.

As soon as the planting of the main crop begins, which will be about the month of March, arrangements will be made by which a large portion of the crop will be cared for by laborers on shares. This system is already in operation on several plantations and works most satisfactorily. I consider it the best solution of the labor problem, and hope and expect at an early date to have a large proportion of the contract laborers working on this share-planting basis instead of on a purely wage basis. This method is particularly satisfactory to the Japanese and will obviate many of the difficulties arising out of the contract labor system by giving the laborer an individual interest in the crop.

GRINDING AND PLANTING SEASON.

The lands of the plantation extend from an elevation of less than 200 feet to over 2,000 feet and cover 15 miles in length. Most of the cane below 1,000 feet elevation flowers, and must be harvested within a few months thereafter or it deteriorates. The cane above 1,000 feet elevation flowers but seldom, takes longer to mature, and can stand longer without deteriorating than cane which has flowered.

This condition is most favorable to economical operation, as grinding can begin on the lower levels, and by working up to the higher levels practically continuous grinding throughout the year can be carried on, while planting goes on under like conditions.

This will materially simplify the labor problem by making all operations continuous instead of requiring all of the cane to be taken off at one time and all of the planting to be done at another. This not only renders labor more economical by systematizing it, but effects a great saving in seed, as the best seed, viz, cane tops, is available for planting, thereby securing better original growth and saving the expense of replanting. Moreover, the entire cost of seed, except cutting, is saved, as the cane tops are valueless for sugar purposes.

LOCAL PLANTATION TRANSPORTATION.

The main item of transportation on the plantation is that of cane to the mill. There will also be a large amount of transportation on this plantation for several years to come in getting the firewood off the fields. Transportation of fertilizer to the fields and supplies to the camps also requires consideration, but is less important.

The intention is to make flumes and water the main method of transporting cane to the mill and wood to the railroad.

The mill location is about a half mile below the government road to Puna, opposite the 9-mile post from Hilo, at a point low enough down so that the cane can be flumed thereto from all parts of the plantation except from about 1,000 acres lying at the extreme lowest point. To reach this land lying below the mill, and also to provide a safeguard against any possible shortage of water, about $2\frac{1}{2}$ miles of railroad track will be laid in four different directions, with the mill as a focusing point. This will enable the mill to keep running even in case of temporary shortage of water for fluming.

Later on it will probably prove advisable to extend branches of the railroad farther up through the plantation fields for the purpose of carrying fertilizer and supplies. This will not be needed this year, however, and can be left as a matter for future consideration.

The rails, portable track, and locomotive for the above railroad plant have been ordered. The ties will be cut on the plantation. The standard broad gauge, 4 feet $8\frac{1}{2}$ inches, has been adopted, that being the gauge of the Hilo railroad.

WATER SUPPLY.

The question of water supply for fluming, mill, and domestic purposes has been one which has received much attention. Three sources of water supply have been considered:

First. Tunneling at various points, four prospecting tunnels having been run, varying in length from 75 to 120 feet. No water has been obtained from this source.

Second. Concentrating and storing a number of small streams of water at the upper end of the plantation.

There is a limited area at the upper end of the plantation which has a substratum of clay which makes perfect reservoirs. During all weathers much additional water can be obtained on this land by cutting drains. During ordinary rainy weather there are many streams running through it and disappearing when more porous land is reached, while the flow is enormous during the frequent heavy rains. The clay bottom spoken of is from 4 to 7 feet deep and rests upon a bed of

smooth Pahoehoe rock. This formation lends itself peculiarly to the cheap construction of reservoirs. Trenches have been cut around a central point and the sides lined with clay to a depth of 7 or 8 feet. Cuts in the walls on the upper and lower sides admit and release water with which the entire interior of the reservoir site is sluiced out at small expense.

There have been completed to date four reservoirs, with a capacity of 9,500,000 gallons. It is planned to extend this series of reservoirs at an early date to a capacity of 50,000,000 gallons.

Third. A piece of land containing about 3,000 acres has been leased from the Lyman estate for a term of forty years, at a rental of \$1,000 per annum. The land lies a short distance beyond and north of Wai-akea, and is distant about 11 miles from the center of the Olaa plantation. The value of the land consists in the water upon it, which to a very large extent rises and disappears underground in tunnels of the lava flow of 1855. Part of the water from this source flows upon land controlled by the Hilo Sugar Company. A satisfactory arrangement has been arrived at between the two companies by which the Olaa company develops all of the water on both of the lands and the Hilo company takes out at a given point its division of the water. The water from this source has not yet been fully developed, new springs and underground courses having recently been found not heretofore known.

Although the present is the driest season which has been known in Hilo and Olaa for many years, there is now in sight on the Lyman land, at an elevation between 1,800 and 2,000 feet, a flow of about 5,000,000 gallons per twenty-four hours. In ordinary weather this flow is upward of 12,000,000 gallons. This supply, with that on the Olaa proper lands, will be more than amply sufficient to supply all the transportation and other water necessities of this plantation.

A flume about 9 miles long will deliver the water onto the plantation, at which point it will be divided into branch flumes and a portion diverted to the lower reservoirs.

I feel certain that so far as the water problem is concerned, both as regards transportation, domestic, and mill use, the sources above described will furnish an ample supply at most economical cost.

PRESENT SHORTAGE OF WATER.

Until water is laid onto the various camps and stables from the sources above enumerated rainfall is the only source of supply. This is caught in tanks from the various roofs. The lightness of the rainfall during the last three months, together with the large and sudden increase of both men and animals, has prevented the accumulation of a supply ahead, the tanks never yet having been filled. The consequence has been that considerable hauling of water has been necessary. This condition, however, is but temporary and is not likely to ever occur again.

There has been no deficiency of water so far as the growth of cane is concerned. The dry weather has, moreover, been invaluable to us in clearing, enabling a rapidity and thoroughness far beyond what could have been accomplished in ordinary weather.

MILL.

The Kihei Plantation Company, having made a contract with the Hawaiian Commercial and Sugar Company to grind its crop, the Olaa Sugar Company took over the mill contract which had been entered into between the Kihei Company and the Honolulu Iron Works.

The Kihei mill has been designed for a capacity of 125 tons per day. We have estimated that it will require a capacity of 170 tons of sugar per day in order to take off our first crop, and that it will eventually be necessary to have a capacity of 350 tons per day.

The additional present capacity has been provided for, so that the mill now being constructed will take off 170 tons of sugar per day. This is about the maximum capacity of one 9-roller mill.

In order to increase the capacity hereafter a second 9-roller mill will have to be added.

The building is being constructed so that it will accommodate the machinery necessary for a capacity of 350 tons of sugar per day, but machinery for the smaller capacity only will be now installed.

A large portion of the machinery for the mill will be ready for delivery in the United States in April next, and the entire building will be delivered in New York upon the 1st of July. All this material will be delivered here during the next summer and fall, so that the erection of the mill and machinery should be under way by January next.

The obtaining of the Kihei contract is doubly valuable to this plantation, as not only is the price lower than it would otherwise have been by reason of the recent rise in prices, but the securing of the mill at so early a period should prevent the so frequent loss on new plantations of waiting for the mill. In this case the mill should be ready some time before the crop requires to be cut.

ROADS.

It is necessary to have road communication through the fields even when full railroad transportation is provided. For the purpose of hauling in seed and ease of communication through the fields, I have had constructed about 11 miles of macadamized road. About 2 miles have been constructed by the plantation laborers and the balance by contract. These roads are mostly in the lower fields, where loose surface rock is available, and which if it had not been put into the roads would have been picked up anyhow and placed in piles throughout the fields.

The cost of the roads has heretofore been very little more than the simple clearing of the land from loose rock would have cost. I am thoroughly satisfied that the extra expense of putting the stone into roads instead of into piles will far more than pay for itself on the first planting, and, further, that the rapid planting required for getting in the required area could not have been accomplished without them.

HEALTH.

A usual accompaniment of opening up new ground on new plantations has been an outbreak of typhoid and malarial fevers among the employees. This plantation has been unusually fortunate in this respect, as but comparatively little sickness has been experienced.

Owing to the isolation of this district, we have erected a hospital of our own and have had the services of a first-class physician, Dr. N. Russel.

F. B. McSTOCKER,
Manager Olaa Sugar Company, Limited.

REPORT OF DR. WALTER MAXWELL ON SOILS OF OLAA PLANTATION COMPANY.

The lands embraced by the Olaa Plantation Company are found in two separate and large sections, viz, "Keaau" and "Olaa."

(a) *Keaau*.—The lands of this section, due to the differences in the soils, have to be considered in two or three classes:

(1) *Reddish soils free from stone*.—These soils are located at an elevation of 200 feet and upward. These lands embrace about 500 acres, much of which is covered with rich, heavy growths of guava, ferns, etc., but few trees. As indicated, the soils are reddish in color, of good depth, and resting upon a deep subsoil free from stone.

The chemical composition shown is as follows:

	Per cent.
Soluble matter	80.7
Organic matter	28.7
Lime .....	.1
Potash .....	.2
Phosphoric acid .....	.3
Nitrogen .....	.6

These data will be considered in later remarks.

(2) "*AA*" soils.—The lands of this tract, like those of the former tract, are fine breadths of undulating ground, free from gulches, but in parts somewhat stony. A rich growth of vegetation covers almost the whole of it. The soils are a vegetable mold to a depth of from 12 to 20 inches, and this rests upon an open "aa" subsoil of good depth and porousness. These lands and soil closely resemble those of the Waiakea plantation. In small patches upon this tract of "aa" soils, which comprises over 2,000 acres, pahoe-hoe soils are found. These patches, however, comprise only a few acres of the tract.

The analysis of the respective soils are as follows:

	Soluble matter.	Organic matter.	Lime.	Potash.	Phosphoric acid.	Nitrogen.
	Per cent.	Per cent.	Per cent.	Per cent.	Per cent.	Per cent.
"AA" soils	70.87	25.29	0.655	0.507	0.370	0.6
"Pahoe-hoe"	74.98	32.40	.538	.538	.281	

(b) *Olaa section*.—This section covers such an extensive area that, at first view, it appears impracticable to consider it as a whole. The superficial survey of the lands, with a very careful examination of the character and depths of the soil in the several widely distributed localities, showed, however, that practically only one character of soil was to be dealt with, and this fact caused the examinations and soil analysis to be based chiefly upon the fact of altitude.

(1) *Lower altitudes*.—This division was represented in the examinations by the lands surrounding the “Halfway House,” the samples of soil being taken from the tracts owned by Peter Lee and others at about 1,000 to 1,100 feet.

These lands are composed of fine, level breadths, covered with rich vegetation, chiefly of undergrowth. The soils are deep and porous, and overlie very porous subsoils. The analysis gives as follows:

	Per cent.
soluble matter	81.59
organic matter	29.41
lime .....	.271
potash .....	.272
phosphoric acid .....	.248
nitrogen .....	.724

(2) *Middle altitudes*.—The lands included within this division comprise the areas reaching from 1,300 to 1,800 feet, with “Mountain View” (1,500 feet) as the center. Most of these lands are spread out in every level breadths hundreds of acres in size. Excepting very small patches, such as are found about 1 mile up the so-called “New Road” (1,400 feet elevation), are areas free from rock but covered with a densely rich growth of timber and underbrush. The soils are very deep and unusually porous to a depth of several feet. The analysis of the soils in this division gave an average as follows:

	Per cent.
soluble matter	73.68
organic matter	26.38
lime .....	.700
potash .....	.340
phosphoric acid .....	.217
nitrogen .....	.646

(3) *Higher altitudes*.—The areas at these highest elevations, ranging from 1,800 to 2,200 feet above sea level comprise lands in every feature similar to those of the middle altitudes. With the exception of some limited portions, the same deep, porous soils are found, overlying very open subsoils. The uncleared areas are covered with dense vegetation, the joint product of a rich soil and heavy rainfall.

The soil analysis gave as follows:

	Per cent.
soluble matter	65.06
organic matter	19.85
lime	1.410
potash .....	.454
phosphoric acid .....	.204
nitrogen .....	.532

REMARKS.

In the Keaau section three types of soil have been examined:
(a) The “reddish” soils, although of good depth, are not high in the elements of plant food excepting nitrogen. The phosphoric acid is good, but the potash, and more especially the lime, is low.
(b) The “aa” and “pahoe-hoe” soils, which compose the chief areas of this section, are high in lime, potash, and nitrogen, and moderately good in phosphoric acid. These soils are of high fertility, and this will be durable on account of the amounts of the elements contained in the small stones in the “aa” soils, which will gradually be released and made available for the growing crops.

The Olaa section, as already remarked, comprises large areas of level, fine-lying lands, and whose soils are of great depth and porosity. This porosity is a guaranty of perfect drainage; but it is also a factor which will cause to be required a most judicious and scientific system of fertilization in order to avoid loss of applied fertilizers and to maintain fertility. So far, the leaching action of heavy rains has been retarded by the heavy undergrowths and the large content of humus and organic matter in the surface soil.

In the soils of the "lower altitudes" the lime, potash, and phosphoric acid contents are moderately good, while the nitrogen is high.

The soils of the middle altitudes are high in lime, good in potash, moderate in phosphoric acid, and high in nitrogen.

The higher altitude soils are very high in lime, high in potash, moderate in phosphoric acid, and high in nitrogen.

Considering the high contents of organic matter in these soils, due to large rainfall, it was expected that they would be very sour. But the samples have an acid reaction, and the application of a small dose of burnt lime will be of immediate use. The soils, however, are not sour soils (excepting small wet holes, where excess of organic matter has rotted), and this freedom from sourness is due to the high content of lime and to the excellent drainage.

In considering climatic conditions, the chief factor in the present case is temperature, since the rainfall is, and apparently always will be, abundant. The Mauna coffee plantation (Mr. Peck) furnished the maximum and minimum readings for the years 1896, 1897, 1898, and part of 1899, at the elevation of 1,900 to 2,000 feet. The results are found as follows:

Average night temperature for three years	6
Average day temperature for three years	8
Mean temperature for the three years	7
Annual mean temperature in Honolulu	7

The lowest night temperature recorded in the said Olaa locality during the three years was 6° above the lowest temperature recorded in Honolulu. The present special characteristic of the temperature in the Olaa district is its uniformity. The removal of forest on a large scale may result in decreasing the day temperatures and slightly lowering the night readings.

The relation of the soil to the variations in the air temperature is an important factor. During the night of May 15, when these examinations were being made, a thermometer was buried in the soil to a depth of 6 inches. The previous day temperature was 78°. The night was very cool, the air falling to 58°, but the thermometer in the soil at 7 inches did not fall below 69°. Soils of a different nature would have given up their heat to a greater degree to the cool night air. It is thus indicated that the uniformity of the air temperatures, with the moist heat of the days and the power of the soil to retain heat, will be ample guaranty of the fitness of the conditions for cane culture, which fitness is supported by the cane in different localities now growing. Yet it will probably be found that the cane at the highest altitudes will require more time to mature than at lower levels.

Considered as a whole, the proposition of the Olaa Sugar Company by reason of its magnitude, is very impressive, and the extent of the lands, with the nature of the soils and the apparent fitness of the climate, promise for the enterprise a great future.

WALTER MAXWELL

FIRE CLAIMS EXAMINED.

[Copies of eleven different claims filed with the fire claims commission, together with the testimony taken before said fire claims commission in support thereof, and also showing the award in each claim.]

EXHIBIT No. —.**CLAIM OF S. SHIMAMOTO, NO. 1.**

Fire claims commission, Territory of Hawaii. Claim of S. Shimamoto, No. 1.

This claim was called for hearing on this the 31st day of May, A. D. 1901, before the fire claims commission, and the following proceedings were had:

The following counsel appearing:

Messrs. Andrews, Peters, and Andrada for the Territory of Hawaii; F. M. Brooks, esq., and Messrs. Kinney, Ballou, and McClanahan for the claimant.

Commissioners all present.

C. F. Reynolds, official reporter.

Mr. MACFARLANE. This commission is now convened for the purpose of hearing the various claims, and we are now ready to hear the evidence that is to be offered on the first claim, claim No. 1.

Mr. ANDREWS. I wish to state on behalf of the government and at the request of the attorney-general our firm will for the present represent the government, and I ask the names of Andrews, Peters & Andrada be entered of record as appearing for the government.

I should like very much for the commissioners to fix the rules governing the claims, and to have the rules discussed, so as to see if we have any objections to them.

Mr. MACFARLANE. The commissioners will make such rules as it finds necessary. We have adopted rules, we think, that are fair. Have you got a copy of them? If any additional rules are to be made or discussed, or an amendment to be made, that is with the chairman. Whenever it is found necessary to amend these rules it will be done, but the commission will go on with the rules as printed.

Mr. KANE. I would like to know if these rules have been published according to law?

Mr. MACFARLANE. These rules governing this commission have nothing to do with the law; the commission make their own rules and they have been printed, and you have a copy of the printed rules. If later on we want to correct, we will do so. Now we wish to proceed as fast as possible with the consideration of these claims. I would ask the attorneys for claimants, and claimants themselves, to expedite matters as much as possible; the commission will listen to all the evidence. It will not be necessary to look up points of law or anything of that sort, and I ask those that are to come before the commission to assist the commission as much as possible to expedite matters, so that we can get through. So you will proceed with claim No. 1.

Mr. BALLOU. We will ask that Mr. C. Shiazawa, who has had the personal charge of these claims and has assisted me on behalf of all

the Japanese claimants, that he act as interpreter for the first claim, the claim of Mr. Shimamoto, that has been in the hands of Mr. Brooks from the start, that has not gone through our committee, and, therefore, Mr. Schizawa has had nothing, almost nothing, to do with it.

Mr. BROOKS. I wish to make a very brief statement in regard to this matter.

Mr. MACFARLANE. I would say on behalf of the Japanese interpreter the regular interpreter appointed by the court is not here this morning, and Mr. Shiazawa will act for him and is acting for the commission.

Mr. BROOKS. The destruction of this building, the building where this merchandise was stored, 326 Nuuanu street, although a part of the fire took place on the 31st of December—that is, the board of health was engaged in burning the streets—that is, the fire was in the adjoining building, and for some reason or other the roof of this warehouse was burned and in such a way as to destroy this building and destroy the contents.

S. ANNO, called for the claimant, sworn.

Mr. BROOKS. What is your occupation?

A. Shipping clerk.

Q. For whom are you employed?—A. Macfarlane & Co.

Q. How long have you been employed there?—A. Eight years.

Q. Were you so employed there on or about the 31st of December 1899?—A. 1899; yes, sir.

Q. You may state whether or not you know the firm of S. Shimamoto.—A. Yes, sir.

Q. State whether or not you were in anywise connected with the firm in any way during 1899.—A. No, sir.

Q. You have no interest in this claim one way or the other, have you?—A. No, sir.

Q. You may state whether or not you know where Mr. Shimamoto's warehouse was on Nuuanu street at the time.—A. Between Berners' hotel and hotel. At the request of the board of health I went up to take an inventory of the goods represented by the firm of Shimamoto. I went there and they showed me the inventory—their inventory—and they said it would be convenient to compare it with ours. There was very little dispute as to the amount of goods being there. There was also an appraiser from the custom-house, Mr. Weeden, who appraised the goods, and his appraisal compared with ours—very little dispute as to the amount of goods being there. I want to state that at the beginning, that at the time of this fire, Mr. Cooper would be responsible for the work about this matter, would be responsible for it, and he asked us to make out the bill and send it in. Shortly after that the big fire occurred, and then there was nothing done toward adjusting this loss, so that this bill was made up and, I believe, settled out these different articles. It was not exactly the cost price; there was a little profit added to it, and that is the same bill that has been filed here, since that time and later on reported to this commission.

Mr. BROOKS. We want simply a just and fair price; in other words we want the cost price according to the way it is expressed in the law. I desire to say the difference between the bill as filed, the difference

we shall claim a reduction of about 10 per cent, so don't claim within 10 per cent of what we asked for in this particular case.

Q. (To the witness.) Near Chaplin lane?—A. Yes, sir.

Q. How many rooms?—A. One room.

Q. How many stores?—A. Two stores.

Q. Any cellar?—A. One cellar.

Q. (Here the witness is shown a paper.) You may state what that paper is, if you know.—A. Yes, sir; that is a copy of the inventory that I took.

Q. Now, you speak of taking an inventory, describe how you come to take the inventory.—A. Well, when the board of health sent an officer down to take the inventory, nobody would for Mr. Shimamoto, and Mr. Shimamoto asked me to go and take his salesman and to take an inventory. I went, took the man, and took the inventory.

Q. You stated that there was a board of health agent told you?—A. Yes, sir.

Q. Who was that, do you know?—A. Max Berger.

Q. He was deputy sheriff here?—A. He is deputy sheriff in Hanalai now.

Q. He was representing the board of health at that time?—A. Yes, sir.

Q. Did he take the inventory with you?—A. Yes, sir.

Q. How did your inventory commence—the inventory that you took?—A. He took the inventory, the man called out the number of packages and we put it all down (the number) and we counted them all.

Q. Now, you may state whether or not the inventory that you took is the same inventory as is filed herein. Have you seen the inventory in this case—the one on file? You may state whether or not this inventory is the same as this one here.—A. Yes, sir; I know that is; yes, sir.

Q. It is the same?—A. Yes, sir.

Q. Now, what was done, if you know, with this merchandise?—A. Well, this merchandise not burned up by the fire—it is all damaged.

Q. How was it damaged?—A. By water.

Q. What was done with this merchandise?—A. All of it was spoiled.

Q. Do you know what they did with it?

COMMISSIONER. This merchandise that was damaged by water, was that the merchandise that the inventory was taken of?

A. Yes, sir.

Mr. BROOKS. When was the inventory taken; before or after the fire?

A. After.

Q. How many days after?—A. About two days.

Q. You spoke about it being destroyed. What do you mean? What was this fire? How was it destroyed by water?—A. It was the fire department work—the fire engine on the roof of the warehouse.

Q. What was the fire department doing?—A. Trying to save the warehouse.

Q. What were they doing at the time; what was the fire department engaged in doing? (To counsel.) I suppose it will be admitted they were engaged in saving the warehouse, and that this house was right next to the warehouse?

Mr. ANDREWS. I suppose we will have the privilege of cross-examining the witness?

The COMMISSIONER. Yes, sir.

Mr. ANDREWS. We will admit that the fire department was trying to suppress a fire on the block. I think you ought to prove the fire in the surrounding neighborhood.

Mr. BROOKS (to the witness). Where was this fire relative to this warehouse?

A. Next to the warehouse.

Q. You may state whether this merchandise was a total loss.—A. Yes, sir; we had to leave it out there, and then the board of health sent down an old wagon and took it away.

Q. What did they do with it?—A. I don't know; I guess they threw it away.

Q. You say that you took this inventory after the fire and after the goods were damaged?—A. Yes, sir.

Q. You must have known where the goods were.—A. I took the inventory after the fire.

Q. Where was the place?—A. At the warehouse of S. Shimamoto located right behind Mr. Damon——

Q. Well, you were asked where the goods went to.

A COMMISSIONER. And as he took the inventory, and took it after the fire, he must surely have taken it where the goods went?

Mr. BROOKS. He said they went to this certain warehouse. The warehouse was full of merchandise, and the board of health wanted to make some compensation, so they were ordering you, together with this man, to take an inventory there of the merchandise that was not burnt, and it was arranged that the board of health had to take it that was damaged by water, and before doing so they directed an inventory to be taken of the stuff?

A. Yes, sir; and then they took the stuff out and threw it away.

A COMMISSIONER. When was that appraisement, or the value of the items, fixed to that inventory?

Mr. BROOKS. I am not trying to prove the value; the merchandise was there.

A COMMISSIONER. Was the value put there when you took the inventory of the goods; was the value put there?

A. No, sir; I only took the inventory.

Q. No price?—A. No price.

Mr. BROOKS. Afterwards did you have anything to do with the fixing of the price that was put opposite here?

A. No, sir.

Q. Who put that on there, if you know?—A. I believe the bookkeeper of Mr. Shimamoto.

Cross-examination:

Mr. ANDRADA. Was any part of that building on fire; was the warehouse on fire?

A. Only the roof.

Q. Was there any part of that merchandise in that warehouse destroyed by fire?—A. No, sir.

Q. The inventory was taken after the damage was done by water?—A. Yes, sir.

Q. And who represented the government when you took the inventory?—A. Mr. Max Berger.

Q. And he took an inventory identical with yours; and did the board of health decide that the goods had been damaged to such an extent that they could not get anything for them; is that the idea?

A. Not anything there; I only just put—just counted the number of packages and put down the number of packages, and after they counted it again——

Q. What is that?—A. We counted the number of packages of Japanese and Chinese goods.

Q. And then where was this merchandise taken to?—A. I don't know where the board of health took it to; I was careful to hand over the goods to the board of health.

Q. Now, there were a certain number of those goods that were not ruined by water, wasn't there?—A. Everything.

Q. Wasn't there any merchandise that might have been in barrels or cans, and so preserved that the water could not affect it?—A. The bricks on the roof just came falling down, and certain things were damaged, and everything was of no value at all.

Q. Wasn't there some of that merchandise that was not damaged by that water?—A. All damaged; we could not take out anything in consequence.

Q. Wasn't there any of that merchandise in barrels or cans?—A. Yes, sir; but it was all damaged.

Q. If it was in barrels or cans, how could it have been damaged very well, unless there was a great deal of heat?—A. Well, we took the numbers of the packages, and we put them in the hands of the board of health.

Q. I want to get at this. Did you take an inventory of all the merchandise that was damaged, or did you take an inventory of all the merchandise that was in there?—A. I took an inventory of all the goods that were in that warehouse.

Q. And all the goods you handled were damaged?—A. I took an inventory of all the goods that were in the warehouse.

Q. (To Mr. Brooks.) You gentlemen mean to have the proof of the loss of this merchandise?

Mr. BROOKS. I shall.

Q. (To the witness.) You may state whether or not all the merchandise that you took an inventory of was a total loss.—A. Well, I took an inventory of all the goods in that warehouse.

Q. What was done with the goods after you took the inventory?—A. I handed the goods over to the board of health.

Q. What did the board of health do with them?—A. Took them all away in their own wagon.

Q. Don't you know they took them away and dumped them into the water?—A. I don't know where they took them.

A COMMISSIONER. You say that you took an inventory of everything in that warehouse after the engines got through—after the fire?

A. Yes, sir.

Q. After the fire you took the inventory?—A. Yes, sir.

Q. Was there any can goods or barrel goods; were the tins mutilated; were there any tins that came out whole?—A. Green corn and tomatoes and sardines.

Q. Were they mutilated or did they come out intact; was there anything of that character in the stock; were there any can goods in the stock?—A. Yes, sir.

Q. Were the labels on them; were the tins intact, or didn't the tins have the labels on them or off?—A. Some cases smashed and some in good condition.

Q. Were the barrels broken or still intact?—A. There were not so many barrels.

A COMMISSIONER. Now, the first item here is 924 tubs of shoyu.

A. Yes, sir.

Q. Was that in tubs?—A. Yes, sir.

Q. Is this what you mean—that the water went all over the tubs? Did that ruin the contents, could you say from your own knowledge?

A. From my own knowledge. The most of the goods were damaged in these packages. I saw strong packages. Of course some of the goods were in good condition, but the most of the goods were open, broken and bent.

Q. I will ask you another question. Were all of these tubs—were any of those tubs broken?—A. Some of them.

Q. Others were not?—A. Yes, sir.

Mr. BROOKS. If the court is going into the question whether the board of health had a right to do this or not, I want to prove that they did do it.

R. SEJI called and sworn for the claimant and examined through an interpreter.

Mr. BALLOU. Do you know the firm of S. Shimamoto?

A. Yes, sir.

Q. Are you employed by that firm?—A. Yes, sir.

Q. In what capacity?—A. Manager.

Mr. BROOKS. How long have you been manager?

A. Five years.

Q. Were you manager for him on the 31st of December, 1899?

A. Yes, sir.

Mr. BROOKS. If there is no objection, I would like to put Mr. Weedon on the stand in the place of this witness, so that he can go.

The COMMISSIONER. Very well, if there is no objection.

RICHARD WEEDEN, called for the claimant, sworn.

Mr. BROOKS. What is your occupation? What was your occupation about the 31st of December, 1899?

A. Appraiser at the custom-house.

Q. Where were you employed—at the custom-house?—A. Yes.

Q. Have you any interest in the claim of S. Shimamoto?—A. None in the least.

Q. Did you have anything to do with the appraisement of the store of the merchandise of his on Nuuanu street?—A. I did.

Q. Kindly state what you did.—A. I was there two days.

Q. Who asked you to go there?—A. I was ordered by the collector, I believe, to go there and see, and they showed me the claim, and I was ordered to go and make an estimate of the claim. I was there for about two days making my estimate, and after that I was told that it was handed over to some one else; that my time was more important at the custom-house, and that I couldn't be spared from there so long.

Q. How was the warehouse; was there much merchandise there?

A. Well, it was full. Of course, I went there to see what was injured. I should judge that there was eight or ten thousand dollars injured there—what I took. I can't tell the amount that I did take in all, but it was in very bad condition.

Q. When was this—after the fire or before the fire?—A. After the fire; I had no reason to go there before the fire.

Q. Now, what was this that was destroyed?—A. The most of the property that was destroyed, a considerable of it that was destroyed, was fish, and it was putrefied, and they dumped it in the river. Mr. Towse was there at the time, and Mr. King; he had the order to destroy them.

Q. At that time the board of health thought there was plague?—A. The whole of it was in very bad condition; it was unfit for anything; we opened some of the tins; the most of them were broken off of the edge. A young man that was there for Hackfield & Co. opened some of the goods to be sure to see if there was any of it that was any good, and it was all fermented.

Mr. ANDRADA. I would like to ask the commissioners if the rules of the common law in regard to the admissibility of evidence—I would like to know if you are going to admit hearsay evidence. It is a matter of information for myself.

Mr. BALLOU. Before the commission answer that I would like to state our idea on that subject. There are matters even at common law, there are many exceptions to the hearsay rule arising out of the interest in the case. I would certainly suggest that a good working rule for this committee to adopt would be, in all matters of this kind, to make this public. I would also suggest at this point, if we were going before a jury in a law case we should have every possible thing cleared up—

A COMMISSIONER. There are a great many things coming before this commission with a lack of direct proof on both sides, but I think it can be fairly left to the commission to weed out such evidence as this, and leaving to their senses the returning of an honest decision for both parties concerned. We are here to protect the interest of all concerned, the government as well as the claimant, and it will be the duty of the commissioners to take into consideration the evidence, whether it is direct or whatever it is, and weigh it well, and try to be fair to all concerned. I think it is the duty of the claimant to present all the proof that he can when he is presenting his claim.

Q. (To the witness.) As an appraiser you went up to that house; what did you do when you got there?—A. To look at the things there.

Q. Did you take an inventory?—A. Yes, sir.

Q. What became of that?—A. I think I gave it to the Hackfield man.

Q. Did you have it with you at the time you were taking the inventory?—A. I gave it to the man that succeeded me. I didn't finish it.

Q. What was his name?—A. It was a Hackfield man—Mr. Humburg, I think. It was intended that I should finish it right through, but we were so busy at the custom-house the collector directed me back to my work, and I left it. I had a gentleman with me.

Q. Did you appraise the goods?—A. Yes, sir; I put my valuation; the same kind of goods as this. I can't swear that is the exact type-writing. There is vinegar and matches and fish. I went down in the cellar—

Q. How much of that stock did you go over; half of it?—A. Well, over half of it. I looked casually at the rice that was there and it seemed to me very badly damaged. The water had come right through the ceiling right down in the cellar, and that opened the tins which we supposed would be in good condition, with the heat.

Q. Now, with regard to these tubs of liquid, the first item; you say that was in such a condition that the board of health thought it was necessary to throw right in the sea?—A. Yes, sir.

Q. Was the condition of that liquid brought about by the fire or water?—A. I can't say.

Q. You can't say whether it was the fire that caused that to be in that condition, or whether it was from the fact of being there so long fermented?—A. That I can't positively say, the cause; it was after it had all been wet with water; when we opened some of the cases it was fermented and of no use, and it couldn't possibly be used.

Q. Would water put into this tub make it ferment?—A. Well, I don't know whether the water inside, cold water or hot water, would.

Q. Were all of these tubs that you overhauled hot or cold?—A. They were cold at the time.

Cross-examination:

Mr. ANDRADA. Wasn't there a good deal of this stuff in the tubs and barrels?

A. There was a considerable in tubs. I think we calculated what was in tubs and what was not.

Q. Wasn't a good deal of this merchandise in tins—tin containers, preserves? Was that damaged by fire or water?—A. It may be by the fire.

Q. What was the cause of the damage?—A. The kegs were swollen out and many of them burst open.

Q. What was the final determination of the board of health with regard to that merchandise?—A. To destroy it.

Q. Do you know whether it was destroyed?—A. No, sir; I do not.

Q. Do you know that it was taken away from the building?—A. Yes, sir; I know it was taken off; removed away.

Q. By whom?—A. By order of the board of health.

A COMMISSIONER. Did you state who sent you up there?

A. Yes, sir.

Q. Who sent you up there?—A. The collector of customs.

Mr. ANDRADA. Did you go there as an appraiser for the board of health?

A. No, sir; I went up by orders of the collector of customs. I do not know whether it was for the board of health or who it was for.

Q. But the custom-house didn't have anything to do with it?—A. I got my orders from the custom-house; I don't know on what charge, but they gave me the orders, the board of health did not; the collector of customs told me to go up there and look over these goods, and I went up there.

Q. And all that you know about this whole thing is that you prepared and made that inventory?—A. Yes, sir.

R. SEGI recalled for claimant.

Mr. BROOKS. You were manager for Mr. Shimamoto on December 1st or in December, 1899?—A. Yes, sir.

Q. Now, you know of course where his warehouse is. You may state what was the condition of that warehouse in regard to having merchandise; was it full or half full or what?—A. It was full of that merchandise.

Q. How does it happen that particular time of the year; or does it happen at that particular time of the year that you had a large amount of merchandise on hand; and if so, why?—A. Because there were several steamers arrived from Japan at that time, the regular steamers, so we got a lot of goods from Japan.

Q. What was the condition of the goods about that time? Did I understand that you were away at the time of the fire?—A. I wasn't here.

Q. Where were you?—A. I was on the island of Kauai.

Q. When did you go to Kauai?—A. Before the 31st of December. I left here on the 24th.

Q. That is one week before?—A. Yes, sir.

Q. Now, what was the condition of that merchandise, if you know? Was it in good condition or bad condition when you left here?—A. In good condition; all new goods.

Q. Now, you have been manager for five years. You may state whether you were familiar with that kind of merchandise that was in the warehouse.—A. Yes, sir; very familiar.

Q. You may state whether you were familiar with this inventory. Do you know the contents of it?

A COMMISSIONER. Can you read that thing over?

A. Yes, sir; I can read it.

Mr. BROOKS. Well, now, from your knowledge of that inventory, you may state what the prices are as compared to the prices shown there. What was the market value at that time of that merchandise as compared with the list there?

A. That compared with the other prices a little lower—this shows a little lower price.

Q. Now, you may state what the cost price of that merchandise was at that time as compared with this list.—A. There is 10 per cent difference between cost and that price.

Q. Then the price set forth in this inventory, the cost price, is 10 per cent less than the price set forth in this inventory, the actual cost price?—A. Yes, sir.

Cross-examination:

Mr. ANDRADA. Now, you have been manager, and you are familiar with the price of these different articles?

A. Yes, sir.

Q. What was Hawaiian coffee worth per bag at that time, the market price?—A. About \$13, the market price.

A COMMISSIONER. Nine hundred and twenty-four tubs of Shoyu. When was that Shoyu received? When did that come into your warehouse?

A. I can't tell you. There was a few left there before, but most all in the warehouse came there in October, November, or December of the same year.

Q. Were you there when Mr. Weeden and the other parties came? Did you have anything to do with the making of that inventory—fixing the price?—A. No, sir; I was absent; the bookkeeper done it.

Q. The bookkeeper did this particular inventory now in court?—A.—Yes, sir; the bookkeeper have done it.

Q. Now, as the manager of Shimamoto, do you know that an inventory was taken by the appraiser sent up there by the custom-house?—

A. I was not there at the time that the appraiser came around; when I returned back from the islands, the 5th of the month, it was valued by my bookkeeper with the appraiser; he had been over the valuation made by the appraiser.

Q. Did Shimamoto—you as manager of Shimamoto—keep an appraisement?—A. No; I was told by the bookkeeper that the bookkeeper made the valuation, made the inventory, and by that inventory the appraiser went over the goods.

Q. Do I understand that you got—that the bookkeeper got—a copy of that inventory from the appraiser?—A. No, sir.

Q. When did that 472 cases of Somen, at \$4.40—when did that come in there?—A. Just about the time that it was taken in those three months, October, November, or December, and some was left before.

Q. Don't you know how much was left before?—A. I can't tell you about 20 or 30 cases.

Q. Does Shimamoto import himself—was that imported from another firm?—A. Yes, sir; imported directly.

Mr. MACFARLANE. The question of certified copies to corroborate the statements of the claimants, copies of the invoice when they import direct, and the bills when they buy from the various houses in town; it is the idea of the commission to get all of this out, and get it as complete as possible, and by and by we will ask for certain things in certain cases; we will ask for certain things to be produced before the commission and form a part of the claim. (To the witness.) I would ask you if you have the custom-house invoice for these importations in this liquor?

A. There is no liquor in that paper.

Q. Those items that I speak of—Shoyu? You had some invoices.

A. Some of them lost and gone.

Q. Where are the others?—A. At the time of the fire the merchandise was all taken out of the front—the main store. There was cases, tins, boxes, and bags of coffee; everything was carried out safe by several parties, and after the thing was over some of these boxes were broken into, and in that way some was lost entirely. He has got a few of them.

Mr. BROOKS. Was there any insurance on this?

A. No insurance.

A COMMISSIONER. There is one item, 1,000 pieces of kanten, \$10.

A. That is provision—Japanese provision.

Q. Made from dried vegetables?—A. No, sir; in cake shape, arrowroot.

Mr. ANDRADA. Now, when this property was taken by the board of health, did they consult you at all or any of your employees?

A. Yes, sir; we were consulted by the board of health.

Q. Who did they consult?—A. The bookkeeper.

Q. Is he here in Honolulu?—A. Yes, sir.

Q. Now, did you buy any provisions here or did you import them?

A. Some of them were bought here.

Q. But the majority is imported?—A. Yes, sir.

Q. Where is Mr. Shimamoto?—A. He is at Hawaii—on the island of Hawaii.

Q. He did not sign this claim, this statement of a claim?—A. No, sir.

Q. Who signed it?—A. Myself.

Q. Did you have his power of attorney?—A. Yes, sir.

Mr. BROOKS (to the witness). Bring in your power of attorney.

T. MARUMOTO, called for the claimant, sworn.

Mr. BROOKS. What was your occupation here on the 31st day of December, 1899?—A. I am bookkeeper of S. Shimamoto.

Q. You may state whether or not M. Anno gave you an inventory purporting to be an inventory of the merchandise in the Shimamoto warehouse that was destroyed at that time, and ask him why Mr. Anno gave him the inventory.—A. Yes, sir; I got it from Anno.

Q. Now you may state whether from that inventory you put the price or the value of that merchandise, and you fixed that at that time.—A. I did it, sir; I put it in.

Q. Now, how did you happen to fix the values as you have them on this inventory—what basis?—A. There is a rule in my store for sales of merchandise, valuation; that is, invoice price and freight on it and expense for carting and 10 per cent on it; that is the valuation on it.

Q. Then this list would be the actual cost price and 10 per cent on it of that merchandise, would it?—A. Yes, sir.

Cross-examination:

Mr. ANDRADA. How long have you been bookkeeper for Shimamoto?—A. About four years.

Q. In that capacity you must be familiar with the price of the different articles here?—A. Yes, sir.

Q. How long has this store of Shimamoto existed?—A. I can't tell you how long.

Q. Did it exist before you went to work for Shimamoto?—A. Yes, sir.

Q. When you went to work for Shimamoto, did he have this same warehouse?—A. No, sir.

Q. When did he first secure this warehouse?—A. The month of August; the same year it burned down.

Q. Did he have a warehouse before that time?—A. Yes, sir. We used to make the back part of the store a sort of warehouse where we used to store goods, having a lot of merchandise coming in all the time and no place for all the merchandise; and we had to go out and borrow somebody else's storeroom, and finding that very inconvenient we rented this warehouse.

Q. Then you moved the stock that was in the rear of your store into this warehouse?—A. Yes, sir.

Q. How long had this practice been in vogue, that storeroom in the rear of your store?—A. Before my time, a long time.

Q. Was there or not a lot of old goods in the back of the storeroom before you secured this warehouse and before moving into the warehouse?—A. No, sir; there was none.

Q. No old goods?—A. No old goods—at least two or three months old.

Q. You are positive of that?—A. Yes, sir; I am sure about that.

Q. Then the goods were sold immediately after you got in there and you kept on getting enough supplies; is that the idea?—A. Yes, sir.

Q. And all of these goods that was in the warehouse at the time of this fire, were they all fresh goods?—Yes, sir.

Q. All fresh goods?—A. Yes, sir.

Mr. MACFARLANE. About what was your monthly sales?—A. The store used to sell about \$3,000 a month up to that very month, the month of December, but after December, on account of so much goods arriving from Japan—

Q. On account of so much goods arriving from Japan?—A. More sales, about \$5,000 from the month of December.

Mr. ANDRADA. Now, prior to taking this building, whenever it was was the warehouse full of goods then?

A. Yes, sir.

Q. The warehouse was full?—A. No, we didn't; however, on account of information from Japan that they would send more goods every steamer, Shimamoto rented the warehouse, and after renting the warehouse the goods arrived; the warehouse was chock full all of the time.

Q. You say that your monthly business prior to October was about \$3,000 a month?—A. Yes, sir.

Q. And after that it increased to \$5,000 a month?—A. Yes, sir.

Q. Now, did the board of health or any representative of the board of health consult you as to their taking away this merchandise?—A. No, sir; I was not directly consulted by the board of health, because the place was quarantined at the time where I was living, but Mr. Anno, he was told, also Anno's wife was consulted about it—about the goods being taken away. I wasn't directly consulted at all. Mr. Shimamoto was consulted.

Q. Is Mrs. Shimamoto—is she here?—A. She is in Japan.

Q. What became of all the goods that was in this warehouse?—A. Thrown away by the government.

Q. Do you know where they were destroyed, where they took them to?—A. I can't tell.

Q. Now, have you in your possession the books of Shimamoto?—A. Yes, sir.

Q. All of them?—A. Yes, sir.

Q. So that you can prove all of these statements?—A. Yes.

Q. Now, I ask that the books be brought here; it is quite an important thing to prove.

The COMMISSIONER. Have you all the invoices, the original invoices?

A. No, sir; not all. I have been engaged in searching for it; not knowing that such a thing would be wanted before the court, but I think I have some of them.

Q. What has become of the most of them?—A. I kept all of these documents in one box; the box was carried away by somebody else and when I got it back it was all broken and several things in it missing, and among them some of these invoices.

Q. Who had access to these boxes?—A. I can't tell you. It was done in the confusion of the fire.

Q. When did you finally find the invoices that you now have in your possession?—A. I found it among the merchandise which was stored away in Hackfield & Co.'s for Shimamoto.

Q. You have bills of any merchandise that might have been bought in Honolulu?—A. I have some; not all.

Q. (To the commission.) I suggest now that those boxes of invoices which might have been in the possession of this witness be brought into this court, so that we can make a very thorough investigation of this thing; we have simply to pass upon the evidence that is before us here, and those things would be good to go by.

Mr. BALLOU. We would be glad to do anything of this kind, but simply wish to point out to bring in the first instance the cost of

each and every item of this whole list the detail would be an undeterminable task; so far the commission might select out any item and have us find the invoice, it wouldn't be very long to select them.

The COMMISSION. Then it is understood by the claimants that as far as possible, the larger items substantially, they will produce, and from that will be selected.

Mr. BALLOU. We will ask him to bring in his books and the invoices, especially the books of October, November, and December.

The COMMISSION. You testified that Anno gave you an invoice, did you not?

A. Not an appraisement, but the number of merchandise, that is all—a list of the merchandise.

Q. What has become of that list?—A. The inventory that I got from Anno after I put the price on it I returned it to Anno again; I handed it over to Anno again.

Q. The warehouse was burned then, damaged, and the goods were taken away?—A. Yes, sir.

Q. Did you keep a copy of that inventory or pass it back?—A. Right back.

Q. It is in your book?—A. The copy is in my book.

Q. Where was your place of business at the time?—A. On Nuuanu street.

Q. Where is it now?—A. On Merchant street, in the Magoon Building.

S. OZAKI, called for the claimant, sworn.

Mr. BALLOU. Mr. Ozaki, are you a wholesale merchant in Honolulu?—A. Yes, sir.

Q. How long have you been in business in Honolulu?—A. About eleven years.

Q. Do you import goods from Japan?—A. Yes, sir.

Q. And sell them at wholesale as well as retail?—A. Yes, sir.

Q. (To the commission.) We offer Mr. Ozaki as an expert witness on values. That same remark applies to some question asked by the commission.

Cross-examination:

Mr. ANDRADA. In December, 1899, can you tell from your own knowledge what the price of meso might have been in kegs or tubs, the way it comes in tubs?

A. I happened to be away at that time—I was in Japan at the time, and I can not tell you what was the wholesale price in December of that year.

Q. What is the price of meso now?—A. You could find out better by my manager. I leave those things in the hands of the manager.

Mr. BALLOU. Are you not familiar with the wholesale price of the different articles so that you can testify about them?

A. I can not tell.

K. EMYAMATA, called for the claimant, sworn.

Mr. BALLOU. What is the name of your firm?

A. Mutsu & Co.

Q. How long have you been in business in Honolulu?—A. About three years and a half.

Q. Do you think that you could give the valuation at wholesale, the price at wholesale, the price of the various Japan articles imported from Japan?—A. Yes, sir; some of them I can tell.

Cross-examination:

Mr. ANDRADA. Were you in Honolulu about December last year the whole month of December, 1899?—A. Yes, sir.

Q. What was the price at that time of goma per bag?—A. About cents a pound.

Q. How many pounds would the bag contain?—A. Some 100 pounds.

Q. And it was about 7 cents per pound the last year, 1899?—A. Yes, sir; that is the market price here.

Mr. MACFARLANE. The market price or the cost?

Mr. ANDRADA. The market price. What is the cost price of that article.

A. About six and a half in Japan, Japanese money, and a half in American gold.

Q. Did you pay for your goods—is the habit of paying in American gold or Japanese money?—A. American gold.

Q. So that the cost in Japan—that would cost in Japan about 3 cents—in Japan?—A. Yes, sir; about that. I told you the price is seven; that is, American gold.

Q. And that is here?—A. Yes, sir.

Q. What is the price of shoyu—what was the price in December 1899?—A. That depends on the quality, some \$1.35, and \$1.40, and \$1.70, and \$1.80.

Q. It depends on the quality?—A. Yes, sir.

Q. Is that the cost landed here in Honolulu?—A. Bought and paid for; yes, sir.

Q. All the cost?—A. Yes, sir.

Q. Now, what is the cost of shoyu—what is the cost price of that article?—A. I think \$1.25.

Q. Here?—A. Yes, sir.

Q. Including freight?—A. Yes, sir; including freight per ton.

Q. What is No. 1 shoyu worth, the very best article; what was the market value in December, 1899?—A. I can't say exactly, about \$2 pretty near \$2. Now it is two and a half.

Q. What is the price per keg of kobu?—A. Three and a half, 10 pounds.

Q. Shiraga kobu, what is that worth?—A. I think that is 7 or a pound.

Q. How many pounds are in a case?—A. Some 50 pounds, and some more than that.

Q. Did you ever have a case with more than 100 pounds in it?—A. No, sir; not more than 100 pounds.

Q. Do you know of your own knowledge that a case of shiraga kobu ever contains more than 100 pounds?—A. Yes, sir; it contains more than 100 pounds.

Q. You have seen it?—A. No, sir; I have never seen it, but it is pretty heavy stuff.

The COMMISSION. How much does the case weigh?

Mr. ANDRADA. There seems to be no way of proving that article (To the witness.) What is the price of warina per bale (that is the second article from the bottom of the first page)?

A. From \$4 to \$5.50 per 100 pounds, sometimes more, though it depends on the quality.

Q. Have you ever seen it cost \$6.50 per bale?—A. Yes, sir; some times it is higher; when it is high in Japan it is very high here.

Q. Have you any idea what the market price of that article was here in this market in December, 1899?—A. I think \$4 or \$5, some times \$6, it depends on the quality, about \$6, I think.

The COMMISSION. Take the item of 472 cases of somen, the fifth item, what was that worth at that time?

A. Two twenty-five.

Q. Landed here?—A. Yes, sir.

Q. That is in American money?—A. Yes, sir.

Q. I understand you, \$2.25 landed here?—A. Yes, sir.

Q. Are there different grades of that?—A. Yes, sir; some 10 and 15 cents; some is higher and some is lower.

Q. But what is the average?—A. Two twenty-five.

Q. And all cases just the same?—A. Yes, sir; they weigh about 40 pounds, I think; 2 boxes in 1 case.

Q. So, 472 cases of somen, what do you estimate that to be—2 cases put inside just as you speak of?—A. Always import 2 boxes in 1 case.

Mr. BROOKS. That is, when there are 2 boxes in 1 case the boxes are 2.25 and the case 4.50?

A. Sometimes they put 4 boxes in a case.

The COMMISSION. I asked you to take the 472 cases of somen; how much is it a case?

A. Some put in 2 small boxes and some put in 4 small boxes.

Q. You have got 472 cases; how much is it worth a case, what is known as a case?—A. Two twenty-five 1 box, 1 small one.

Q. How many boxes in a case?—A. Sometimes two and sometimes four.

Q. Well, state then what would you interpret this to mean: "472 cases of somen;" what do you interpret that to mean?—A. I think that is the small boxes.

Q. How much is the price of the small boxes?—A. Two twenty-five.

Q. What would Daizu beans be worth per bag at that time—how much a bag?—A. Two dollars and sixty cents or seventy cents.

Q. Kawayanagi tea, what was that worth—how much a case?—A. About 10 cents 1 pound.

Q. How many pounds in a case; how much in a case?—A. I don't know; some put in 50 pounds and some 100 pounds; no regular case.

Q. Eighteen cases of tea, how much would that be—how many pounds?—A. No regularity as to the case; I can tell by the pound.

The COMMISSION. Mr. Ballou, we wish to start in on the idea, and the intention is to ask your assistance, to get the matter clear before the commission on these items 1, 2, 3, 4, and 5—"256 canned goods," and so on. Now, I would say for the benefit of attorneys and for claimants that those items each handled would receive very close scrutiny.

Mr. BALLOU (to the witness). When you are speaking about the cases of goma for 3½ cents American, did that mean landed here or in Japan?—A. In Japan.

Q. Do you include in that the custom-house and the freight?—A. No, sir.

Q. What would be the price of the goma landed here?—A. I think about \$7 a hundred landed here.

Q. When you say 472 cases of somen, that refers to small boxes and not to large ones. Have you any particular reason for saying that?—A. I never see but the small boxes.

Q. If an examination of the cases of somen, why do you say that you think it refers to small boxes? Doesn't all the cases contain two boxes?—A. Somebody say that one case means two boxes and some might mean one small case.

The COMMISSION. Have you claim for any loss of goods?

A. No, sir; nothing at all.

Q. No claim before the Commission for any loss?—A. No, sir.

S. SII, recalled for claimant.

Mr. BALLOU. This 472 cases of somen, does that refer to a small case or a case containing two boxes?—A. Two boxes.

Q. How do you know that?—A. A case means two small boxes inside.

Q. Do you know what this 256 cases of canned goods referred to?—A. There are several inside of the case; I can't tell you what it is.

Q. If the board of health counted so many cases of canned goods, why, we will let it go. [To the witness.] How do you fix the valuation on them?—A. I didn't put no value on it—on that particular inventory. I was told by the bookkeeper that the price was taken, the average from several shipments; took the shipments prior to that time. I can find out what the price was to make the average of all canned goods. I took the lowest price on it.

Cross-examination:

Mr. ANDRADA. How did you fix that price—\$5.75 per case?

A. I took an average on several cases. There was a case that cost \$9, and \$8, and \$5, and like that. We took the average of them, the particular shipment, and took the list and went all through it.

Q. Now, did you have a warehouse book—a book containing all the goods that you have in your warehouse—did you have a sort of a book like that, a warehouse book?—A. Yes, sir; I had, which was all damaged and burned.

Q. When did you take an inventory last before this fire? When did you count your goods?—A. I can't say exactly when the last inventory was made, but I believe it was in January of the same year.

Q. You are the manager of a business, the sales are three to five thousand dollars a month, and you can not state definitely before the commission when you took the inventory last?—A. I wouldn't like to testify here before I look at the book; it may have been December or January of the previous year; one of those two months.

Q. It was either December or January of the previous year?—A. Yes, sir.

Q. As a matter of fact, you did not have the warehouse in January 1899?—A. No, sir.

Q. You did not have it until August, 1899?—A. That is right; yes, sir.

Q. Now, before you got that warehouse—after you got the warehouse, in 1899, was there any inventory of goods taken?—A. No, sir.

Q. Then you did not take any inventory of the goods in that warehouse?—A. No, sir.

Q. And when you made the statement that it was made in December or January, that was taken by the board of health? Was there any inventory made of the goods in this warehouse besides the one made by the board of health?—A. No, sir.

Q. Then you have no way of knowing what goods were in the warehouse except this inventory?—A. I can not tell what goods were in the warehouse exactly to the number, but I made a full inventory out of my general book. I made an inventory and sent it to the board of health, but that inventory, the one I received, the inventory made by the board of health, may have been adopted by the board of health—contained, may have contained more than the firm got out of the books, so that it was changed according to the inventory of the board of health.

Q. This inventory was a copy of the inventory made by the board of health?—A. Yes, sir.

Q. How much was that difference, and in what way?—A. About three cases, more or less, of the inventory taken by the board of health; something like that.

Q. It was practically the same thing?—A. Yes, sir; practically the same thing.

Q. Have you got a memorandum of your last stock taking?—A. I think the last time we took stock was in December.

Q. Have you got the memorandum that you took of the stock taking that you made at the time?—A. No, sir; I have none.

Q. Well, you state that you took one in December—in about December of the year before—what became of that?—A. Well, that memorandum—I had a memorandum inside of the book, but it is lost; it was among those boxes of invoices that was lost when we took the merchandise out of the store prior to burning the store, and when I received it back those books were all gone.

The further hearing of this matter is continued until 1.30 p. m. this day.

MAY 31, A. D. 1901.

AFTERNOON SESSION.

Mr. BALLOU. We will produce the books, the original invoices, which the commission called for, and the commission wished to examine the bookkeeper; the papers don't seem to have any date.

Cross-examination of S. SEJI resumed.

Mr. ANDRADA. Was there a schedule of freight rates?

A. Six dollars a ton.

Q. Where are the bills of lading accompanying this invoice?—A. They are on file here.

Q. Here is a lot of goods shipped on the 29th of December from Yokohama?—A. Left some time in the month of January and afterwards we received those goods.

The COMMISSION. I think that the bill of lading had better be filed in each case.

Q. (To the witness.) You were away at the time of the fire?—A. Yes, sir; at Kauai.

Mr. ANDRADA (to the witness). Mr. Shimamoto lives in Kauai?

A. No, sir; on business; I was away on business.

Q. Why isn't he here—Mr. Shimamoto—to-day to represent his

claim?—A. He is always away from this place; he was the last five or six years in Japan, and he didn't know anything about this thing.

Q. Does this business belong to Mr. Shimamoto or is it a company?—A. Owned by Mr. Shimamoto.

T. MURAMOTO, recalled for claimant.

The COMMISSION. Have you any idea of what comprised the item "256 cases of canned goods?"

A. No, sir; I can not tell unless I look at the books.

Mr. BALLOU. What book?

A. That book that was burned.

Q. Did this house of Shimamoto have any iron safe?—A. We have such a safe in the store; in the warehouse we kept an account of the warehouse goods, but not in a safe.

Q. The warehouse book you kept with the goods?—A. Yes, sir.

Q. Then you don't know what these items are composed of, no idea of what it is composed of?—A. No, sir.

Q. How did you arrive at the valuation of 5.75 you put on the canned goods?—A. I took the average price from the list of all the canned goods and found out that 5.75 was the average price.

Q. Do your books show whether the taxes were paid on this property, this merchandise?—A. Not to my knowledge; there was nothing paid on that particular merchandise that was destroyed. In truth I am not sure whether the taxes were paid on those goods or not; all of those goods were handled by Mr. Seji, manager, the cash going out and coming in.

The COMMISSION. The idea of asking that question was to give some idea of the amount of stock that he is carrying.

Mr. BROOKS. Was the question leading up to the amount of stock that he is carrying in his possession, in his business, the year before?

A. Yes, sir.

Q. (To the witness.) I would like to ask this man, Can you tell me whether these were Japanese groceries, or whether they were American groceries or English groceries, or whether they were a mixture of everything, these 256 cases of groceries?—A. All Japanese provisions.

Q. Japanese?—A. Yes, sir; canned goods.

Q. Were any of the goods in the warehouse at the time of the fire ever returned to you?—A. Nothing returned.

Q. Not returned?—A. Nothing returned.

Q. What was done with them?—A. Carried away by the board of health.

Q. You never heard of them again?—A. No, sir.

Q. What is that book?—A. The shipping books.

Q. Where are the firm books, the books covering the business?—A. At the store.

Q. We want all of those books before the commission.

The COMMISSION. Mr. Ballou, there is one thing the commission will lay particular stress on; that is, to show the amount of capital that is put in the business, a question that might be very properly asked to give out the facts of the case.

The COMMISSION (to the witness). Bring all the accounts you have got in the store. Who comprises the firm of Shimamoto—this claimant?

When you order those goods from Yokohama, do you send the money for them or do they carry the account for you?

A. I pay cash and on account.

Q. Do you deal with more than one firm in Yokohama; do you send the money to them, or do they carry the account for you?—A. I pay cash, but on account.

Q. Do you deal with more than one firm in Yokohama?—A. At Yokohama one firm, but there is some more in Hilo Shimya.

The COMMISSION. Now we ask the question, What did the board of health do with these goods?

Mr. ANDRADA. That is what I think the board of health ought to show.

GEORGE R. KING, called for the claimant, sworn.

Mr. BROOKS. Were you connected with the board of health on the 31st day of December last, 1899?

A. I was on the 1st day of January.

Q. Early in January?—A. Yes, sir.

Q. State whether or not you are familiar with the premises of Mr. Shimamoto, on Nuuanu street, the warehouse near Chaplin lane.—A. I remember something about the warehouse there that he claimed; I didn't know that it was Shimamoto's.

Q. What was the matter with it?—A. It had been damaged; the adjoining premises had been burned the day before, some four or five doors below. On the morning of the 1st I met Mr. Cooper, who was then president of the board of health, and Jack McVeigh. Mr. Cooper asked me to go over there and take charge of the gang that was clearing out that warehouse. I went along, and Dr. Pratt, in charge of the sanitary headquarters. I went over there and, I think, got some six or eight men and took them over to the warehouse that was in the rear of Ahlo's store, a coral building there. My instructions from Mr. Cooper were to clear everything out of the building, as they wished to see what could be saved. I had Mr. Weeden, of the custom-house, who was familiar with the values, and he was to go and take an inventory and appraise it.

Q. Do you know whether he did or not?—A. I don't know whether he did or not. He told me that he did not see all the goods there.

Q. You saw the goods there. How was the house, full or half full; was there much goods in it?—A. As I remember, there was one room that opened out on the land that runs off of Chaplin lane and abreast of the fence of Frank Damon, a place there on the moukai side of the building. There was a door there where the fire came in and burned the hoops off of the cans there; that was the only damage by fire; the balance of the damage was by water.

Q. Was there many goods?—A. The room was full—about 18, I should judge, as near as I can remember now—somewhere about 18 by 20, a low ceiling, not over 9 feet. There was something in the cellar.

Q. In the cellar?—A. Yes, sir.

Q. Were there goods in the cellar?—A. Yes, sir.

Q. Why was it necessary to clean it out; what was the condition of these goods?—A. Mr. Cooper's idea was that there was a great deal there that could be saved for the owners if it was taken out immediately, and not left in there inside of the other stuff, alongside of the other stuff that was wet.

Q. Do you know what was done with this stuff?—A. I took it out and piled it up in this little alleyway, and some was afterwards put in Chaplin lane in the same style, as soon as we got it out, at the next day in the morning—on the 2d of January—I went over and started my men to work on it; I had to go back to the office, then Mr. Towse took charge of it, and when I went around in the afternoon I understood that Jack Hare and Mr. Weeden took an inventory. I found Mr. Cooper and told him it was pretty wet, and I understood afterwards it was taken out to sea and dumped. Who took it out I can't say.

Q. You don't know who took it away from the place where you piled it?—A. No, sir.

Mr. BROOKS. You took charge of the stuff for the board of health?

A. Yes, sir; I suppose you might say that.

Q. That is, the board of health took charge of this merchandise?

A. Mr. Cooper, as president of the board of health, took McVeigh who was quarantine officer, and he asked me to go over and hand these few men, which I did.

Cross-examination:

Mr. ANDRADA. Did you handle all the goods that were in the warehouse?

A. I think my men did clean the whole house out, not the first day there were some other things in there we did handle; we didn't clean any of the main building.

Q. But it belonged to Shimamoto?—A. No, sir; I don't think so at all; there was a lane mouka side of this coral house, a little shed there 6 by 8, and that was a lot of Chinese stuff marked for shipping to the other islands.

Q. What was the condition of that place when you went there?—A. Gone.

Q. Burned?—A. I think, as I remember it, it had caught on fire and the ceiling between this and the second story was broken down.

Q. Were these goods in a hopeless condition; that is to say, damaged so they could not be saved?—A. I think that about the only thing that could have been saved was the soyu in the tubs.

Q. From your own knowledge you don't know whether this merchandise was taken out to sea and dumped; you don't know that from your own knowledge?—A. No, sir; I don't know it of my own knowledge.

Q. Can you give us any information where you got your information as to their being taken out to sea and dumped?—A. It is so long ago and so many people connected with it I can't really state. If I remember rightly, Mr. Cooper said it had been very badly damaged by water. I won't be positive, but I am under the impression that Mr. Towse, who remained there, who was inside of the district for weeks, saw it taken out; that it was worthless, wet by the water.

Q. Could you tell us whether or not the entire house was filled up with these Japanese provisions?—A. No, I could not. As I say, there was a room about 18 by 20 or 24 feet deep and a very low ceiling; I should say not over 9 feet—it might have been 10—and the goods were packed in the passageway so that you could only go sideways.

Q. Only one room?—A. The cellar had some things; I don't know what; it wasn't packed in, as the upper room.

Q. Was there as much in the cellar as there was in the upper room?—A. No, sir.

Q. You say that there was, you said, soyu in those tubs?—A. Yes, sir; tubs of that size.

Q. Would you say there were 1,100 tubs there?—A. No, sir; I have made a rough estimate—that was about the only thing that I could make an estimate of—I made a rough estimate, as I said, as they stood there in the tiers, and I think I allowed 15 or 20 of what was burned; the hoops were burned. I think that I made an estimate in my mind that there were possibly 275 or 300 tubs there; certainly nothing like 1,100 tubs. It isn't possible that there were 1,100.

Q. And, Mr. King, if this soyu, or whatever its name is, that by reason of the fire it came in contact with the fire, the heat, or the water, that it went bad, are you able to tell whether it did ferment or whether it got bad?—A. I don't think that the soyu that was not broken probably came out in good condition; the few that were broken fermented, and the other provisions in there.

Q. Then if the soyu wasn't in good condition, or was in good condition, why did the board of health throw it overboard—throw it away?—A. That I can't say.

Q. But you say there were 256 cases of all kinds of goods there that you came across yourself?—A. Quite a quantity of Japanese goods—salmon—something of that kind.

Q. Would you say there were a number of cases?—A. No, sir; I would think not.

Q. How many cases at the time you were handling there?—A. I wouldn't like to state positively, but if my memory serves me now I don't think there were over 100. They were on the mouka side of the building, as I remember it, and there were two dozen in a case; they were right on the mouka side, the mouka wall of the building; I saw that it was full of miscellaneous stuff, and makai was full of stuff of all sorts in these cases.

Q. Did you look into these cases?—A. A great many were broken.

Q. What was the condition of the contents? Were they intact or were they destroyed, or were the contents in good shape?—A. Except the boxes, the contents looked all right.

Q. The labels, were they there?—A. Yes, sir.

Q. They were there; now you speak of labels?—A. They were in separate boxes; there was a great deal of the stuff that had no labels on, and some that had labels on. There were boxes that had labels in.

Q. To put on?—A. Yes, sir.

Q. Four hundred and seventy-two cases of somen, and besides these 256 cases of canned goods. Do you recollect of seeing those cases?—A. I would like to ask what somen is—about what is the size of the case.

Q. A kind of a vermicelli.—A. There were two boxes in a case, and the case stood there and two small boxes in; I saw a great deal of that stuff; yes, sir.

Q. Would you say there were 472 cases of that?—A. I tried to pile the cases in piles as near as I could, and it certainly would have impressed me if there were any number of cases like that—any one style of goods in cases.

Q. There were 225 bags of beans. Do you recollect coming across those?—A. I took out some beans, but nothing like 225 bags.

Q. How many would you say were there?—A. I piled up by Ahlo's the rear corner of Ahlo's lot, I piled these beans up there by a lot fence; in the warehouse there was three tiers; to the best of my knowledge there were two or three tiers, and I think 10 bags high; they might possibly have been between 75 and 90.

Q. Then besides the 225 bags of daizu there was another 406 shoyu bean, making a lot of 225 and 406; 650 odd sacks?—A. To the best of my recollection there was nothing like any such quantity.

Q. He has here different kinds of beans, about 650 sacks; what is your estimate, Mr. King, of seeing, taking those beans together, suppose they were packed in one place?—A. I haven't thought of this matter any since that time, and it would be hard to remember; we packed all the beans; there were beans in boxes; I knew nothing of the difference of the beans; there might have been, to my recollection; I would say that I am correct, but to my recollection and knowledge if there were 90 bags of beans there I lost track of them, I would say there were not over 90.

Q. Of all kinds?—A. Yes, sir; I don't know of any difference in the beans. We piled the beans in one place.

Q. What size were the sacks, do you recollect; were they 50-pound sacks or 100-pound sacks?—A. I think not; the only sacks we have are supposed to contain 100 pounds; that I wouldn't be sure of.

Q. One size of sacks?—A. Yes, sir.

Q. I would like to go back to that tub business. I find some more tubs, about 1,200 tubs of different kinds. How many tubs would you say that you handled there; they represent 1,200; how much did you handle out of that 1,200?—A. I think between 275 and 300, what they would call shoyu, that is the little small tubs, and in the main building, perhaps 8 or 10 tubs, and a few that I was told contained shoyu.

Q. Do you recollect coming across Hawaiian coffee?—A. Yes, sir; there was some. There was a little it struck me—

Q. About 8 bags?—A. Yes, sir; about that number, I think.

Q. Do you recollect coming across any cases of Japanese porcelain?—A. Alongside of the canned goods on the mouka side of the building there was a few cases piled there, cheap goods. They were broken; the ties were off of them, one or two of them. There were a few cases, one Japanese porcelain cups and saucers.

Q. How many cases would you say there were?—A. I think two barrels. In coming up there I remember three cases right alongside of the door on the mouka side, probably a half a dozen.

Q. Mr. King, did those meet the same fate as the rest of the goods?—A. They were piled up on the outside.

Q. And probably dumped into the sea? In your mind there were not 50 cases of this porcelain ware?—A. No, sir.

Q. Was everything taken out of both warehouses? Was it cleaned out, both rooms?—A. The room in the cellar?

Q. Yes, sir.—A. Yes, sir; I was around there on the outside. I think this was Monday, and I was around the next day, the 2d. I think it was Tuesday I went up there; I went around in the afternoon in the district; then I had my men working. Towse had the men at work and he had the lumber piled up, and he said everything was out.

Q. Did you leave Towse in charge?—A. Yes, sir; I asked him if he would take charge. I had to go back.

Q. Did you see Mr. Weeden make an inventory?—A. I did not see

the first day. Jack Hare came up there in the afternoon and then he worked with Mr. Weeden, and said when everything was out they would come around the next day. I was told they hadn't been there. I didn't see them there myself.

Q. Then the inventory was not made in the building; the inventory was made after it was moved out of the building?—A. After it was taken outside.

Q. The goods were outside of the building. Was that only the goods of Shiamamoto, or was other people's goods there?—A. The stuff that came from this little lane, that was put in a place by itself. I thought it belonged to some one else. What was in the main house, I didn't know who that belonged to. If I heard at the time I have forgotten it. I knew the place belonged to Ahlo—that is, that Ahlo owned the lot.

Q. Was there anybody there while these goods were being removed from the warehouse to claim them?—A. No, sir; I think there was some one around there once or twice; but I didn't hear anything.

Q. Do you know whether there was a copy of the inventory made at the time?—A. I do not.

Q. Among the files of the board of the health?—A. I don't know. I have nothing to do with the board of health. I was acting under them that day; afterwards the citizens' sanitary committee. I was appointed and was working under the citizens' sanitary committee. I never had anything to do with the board of health.

Q. You don't know whether there was a copy made of that inventory at the time?—A. No, sir; I remember of hearing that something was made of an inventory, but what became of it I have not the slightest idea.

Q. You didn't see Mr. Weeden there or anybody else while the inventory was being made?—A. Mr. Weeden came there once while I was there; he didn't do anything at that time. I wasn't there when Mr. Weeden made the inventory.

Q. Then if the inventory made by Mr. Weeden showed the number of cases, the different goods that have been described here, would you think that would be likely to cover the goods taken out of the warehouse?—A. Yes; that is the difficulty here. I don't see how it is possible that included the goods that was in that warehouse.

Q. If this inventory was made up correct and showed a certain number (924) of tubs of shoyu and a certain number of meso and a certain number of bags of beans, whether or not there are more included in the inventory than there was in the building?—A. If Mr. Weeden's inventory shows any such figures as that, then my memory is all wrong.

Mr. BROOKS. Do you know as a matter of fact whether Mr. Weeden made this inventory before they were taken out?

A. I know as a matter of fact that he did not take them out.

Q. You don't know?—A. No, sir; that he did not make the inventory before they were taken out of the warehouse.

Q. You don't know that?—A. Yes, sir.

Q. Do you know whether anyone made an inventory before the goods were taken out?—A. Not on the morning after I got there.

Q. Before you got there?—A. No, sir.

Q. You don't know whether Mr. Weeden had been there before you got there?—A. I don't know that he had. I don't think he had, though.

Q. Can't you recollect that Mr. Weeden was there two days taking

this inventory and then turned it over to you and went away at the time that you came there?—A. No, sir; nothing of the sort. When I left Mr. Cooper I went down to the board of health. I was on the wheel. I got some timber posts, and took in what men I wanted. I then met Mr. Weeden at the board of health, and he said he would be around. He was to take an inventory and he would be around the next day.

Q. Now, Mr. King, of course anything that you have testified from your recollection you don't claim that it might not be wrong?—A. I said to the best of my recollection.

Q. If two witnesses testified here, including Mr. Weeden, that the inventory is correct, and taken at that time, and this amount of goods was in there and the different inventories compared with each other, what would you say as to that; wouldn't you say that your memory was wrong?—A. I would say, most decidedly, that my memory was wrong.

Q. You never thought of this before to look it up and so refresh your memory?—A. I have never thought of it for a year or more until yesterday, and I met you.

Q. You did a great deal of this kind of work at this time in different warehouses?—A. That is the only one.

Mr. ANDRADA. If there had been anything like 1,100 tubs of shoyu wouldn't that have attracted your mind as being a very great quantity of shoyu to be in one place?

A. As I remember it, the shoyu was next to the mouka wall and farther along in the room right alongside of the door, and as I said between 275 and 300 tubs, as I remember it.

Q. Are you positive there was no such quantity as 1,100 tubs of shoyu there?—A. I don't remember any such quantity.

Q. There was no such quantity as 650 bags of beans?—A. I certainly don't remember any such quantity.

Q. If there had been, would you have noticed such a quantity of beans?—A. I have testified to the best of my memory about piling the beans by the cover of the fence, and I put it possibly 90 or 100 sacks.

Q. Did the piles look as though there had been any taking done right previous to your getting there?—A. I don't think I noticed any there were a lot of handcarts standing in there—four or five handcarts.

Q. But you could not testify that there was any such quantity of goods in the warehouse as this statement purports to show?—A. To the best of my recollection I don't think so.

S. ANNO, recalled for claimant:

Mr. BROOKS. Was the inventory made by you; made while the goods were in the house—the warehouse—or after they had been taken out of the warehouse?

A. In the warehouse.

Q. And who was with you at the time that you made the inventory of those goods?—A. Mr. Max Berger, Mr. Weeden, and Mr. Niiya; he is the Japanese clerk in Hackfield & Co.'s; he came to represent Mr. Berger and Hackfield & Co.

Q. Where is he now?—A. He went to Japan.

Q. Mr. Berger is in Huolia?—A. Yes, sir.

Q. Who counted the tubs of shoyu?—A. Everybody counted them.

Q. Do you remember how many tubs there were?—A. Over 1,000.

tubs, because there was 930 or 940 tubs in one pile and about 200 in the other pile, and then they divided them up, No. 1 and 2 shoyu; 200 in one pile and 950 in the other side.

Q. You helped to count that shoyu?—A. Yes, sir.

Q. While it was in the warehouse?—A. Yes, sir.

Q. And Mr. Richard Weeden helped to count that shoyu?—A. I believe so.

Q. Mr. Berger and Miiya?—A. Yes, sir.

Q. You say that you believe that Mr. Weeden counted the shoyu with you?—A. I believe so.

Q. Wasn't he there; don't you know, and didn't you count it together?—A. One was counting; one boy from Shimamoto counted them, and we all counted them up, took the whole number, and those numbers we put down in our book.

Q. What day of the month and year?—A. I don't remember; it was two days from the fire.

Q. Were these goods moved onto the sidewalk in Chaplin alley or wherever it was?—A. No, sir; where I counted those goods all of those goods was in the warehouse.

Q. But you don't know that they were brought—you didn't see them when they were moved out onto the street afterwards?—A. I saw from the outside some wagon taking them away, and I heard from Mrs. Shimamoto that the board of health sent a wagon and took the things away from the warehouse.

Mr. BALLOU. After you had made your inventory did you afterwards see the goods piled up outside in the lane moved out, and did you see them being taken out from the warehouse?

A. About five or six days after the taking of the inventory I saw a wagon move those goods from the warehouse.

Q. Five or six days?—A. Yes, sir.

Q. They were in the warehouse when they were carried away?—A. Yes, sir; taken away from the warehouse in a wagon. We didn't move the goods when we were taking the inventory.

Q. But four or five days after you took the inventory you saw them haul away the goods in a wagon from the warehouse?—A. Yes.

Q. Were they still remaining in the warehouse or piled up outside?—A. The goods that was in the wagon was the balance.

Q. And you heard Mrs. Shimamoto say that the board of health sent the wagon to remove the things away from the warehouse?—A. Yes, sir.

Q. And you said you saw them being hauled away four or five days after you had the inventory; that they were taking them away from the building. The theory is that shortly after the fire the goods were taken out by the board of health and piled up in an adjoining premises, in Chaplin lane. Now, were they afterwards put in the warehouse or were they immediately taken away in the wagons it would indicate that you saw them some few days after the inventory was taken, the wagons being at the warehouse, loading it on the wagons from the warehouse and carrying it away, or that the goods remained in the warehouse. What is the fact? Were they inside of the warehouse when the wagon was there?—A. I took the inventory of those goods in the warehouse. When I took the inventory of the goods in the warehouse, after five or six days of the taking of the inventory I saw a wagon move those goods from the warehouse.

Q. They were not on the outside four or five days—they still remained in the warehouse; is that your recollection?—A. I don't know of any goods outside or inside of the warehouse. I saw from Chaplin lane a wagon piled up with goods.

Q. You were not close to the wagon at the time?—A. No, sir; not so close, but I heard from Mrs. Shimamoto that the board of health ordered them taken away.

Q. Mr. Shimamoto was not in the country at this time, was he?—A. Mrs. Shimamoto.

Q. How many rooms of that warehouse was occupied with provisions?—A. The first story and the second story and down in the cellar and upstairs. I remember the upstairs and the downstairs.

Q. How many rooms, I asked you—how many rooms were there in that warehouse occupied with provisions?—A. The whole building they occupied the whole building.

Q. How many rooms would that be, do you know? More than one?—A. Those rooms?

Q. Yes.—A. All occupied with goods.

Q. How many rooms were there in there?—A. In the building?

Q. Yes, sir.—A. The first story, the second story, and downstairs.

Q. All of the first floor was one big room or divided off?—A. I don't remember.

Q. Now, if we produce three or four witnesses who say there was only one room occupied by provisions and with the cellar, would they not be telling the truth?—A. I can't tell only the things that I saw. The first story was full, the most of that shoyu, and the second story was the bag of beans and such things as that, and downstairs a sea chest wet with some kind of goods and some porcelain.

Q. And then you say that there was more than one room and the cellar occupied by those goods, do you not?—A. Yes, sir.

Q. Who employed you to make the inventory?—A. I am friendly with Mr. Siji, the manager for Shimamoto. He wanted a salesman and a bookkeeper. They were all in quarantine, and there was nobody to attend to those goods. I had information from Mrs. Shimamoto, and she asked me as a favor to look after the goods, and what I have done I have done for Mrs. Shimamoto.

ED TOWSE, called for the claimant, sworn.

Mr. BALLOU. During the plague times were you connected with the board of health—working for them?

A. Yes, sir.

Q. In what way?—A. I was assistant superintendent of Chinatown quarantine from about the 17th or 18th of December until the 21st or 22d of January.

Q. Do you remember the case of the warehouse of Shimamoto, near Chaplin lane?—A. A big stone warehouse.

Q. What did you do in connection with it?—A. Well, I sent stuff from that warehouse to the city feed warehouse on Beretainia street.

Q. What was the cause of the damage to the building in the first place?—A. Smoke and water.

Q. Did you see the building after it was damaged?—A. Yes, sir.

Q. Do you know whether or not the contents had been inventoried by the board of health before you took them away?—A. I think so.

Q. Do you know by whom?—A. The work was started by Mr. King. I don't know whether he completed it or not. My impression is that Mr. King started it, and it was completed by Mr. Weeden and somebody else at the custom-house. No; I want to change that right now. The inventory was completed. I think it was done by Mr. Max Berger, a German who speaks Japanese. I think Berger is still in the Territory.

Q. Now, at the time—you cleaned out the warehouse, finally?—A. Yes, sir.

Q. At the time you carried the things away, they were finally disposed of. Did you take them out of the warehouse or from the outside?—A. They had all been taken out. I think some small quantity had been already taken out, but not to amount to anything.

Q. Most of it still remained in the warehouse?—A. Yes, sir.

Q. Can you give any information as to whether or not you know what became of that inventory taken by this German?—A. No, sir; I don't know whether he finished it up or not. I spoke to him about finishing it up a number of times. I think that he completed the inventory.

Q. Was he working for the board of health?—A. Yes, sir.

Mr. BALLOU. Have you any independent recollection now of the number of tubs of shoyu that were there?—A. No; I suppose there were several dray loads of them sent up to the City Feed Company's warehouse.

Q. Do you know what became of them?—A. No, sir; I think they went back to China.

Cross-examination:

Mr. ANDRADA. Did you go over to clean out this warehouse prior to Mr. King being there or subsequent to his being there?

A. Part of the time that I was there Mr. King was there. Mr. King and I was or had charge of the cleaning it out until Mr. King had to leave, and I had charge of the taking it away.

Q. You attended to that part yourself?—A. Yes, sir.

Q. Can you say whether or not, Mr. Towse, from your present recollection, whether there were 110 tubs of shoyu there?—A. No, sir; I don't know.

Q. Did you notice some beans there?—A. Yes, sir.

Q. Could you say whether there was five or six hundred bags there or not, or more?—A. No, sir.

Q. You can't say how much or what quantity there was of any one thing, could you?—A. No, sir; it would be simply conjecture.

Q. And you do not know what disposition was made of the goods after they were taken to Beretainia street warehouse?—A. No, sir.

Q. Was that inventory made while the goods were in the house—the warehouse—or after the goods were taken out of the warehouse?—A. I think while the most of them were in, nearly all; some were taken out as rapidly as possible to get them out of the way.

Q. Were they taken—were they removed from there, and how long was it after the fire they were removed from there?—A. It was several days.

Q. And have you any recollection, Mr. Towse, as to the number of bags of beans that caught your eye?—A. No, sir; I can't say.

Q. Suppose 600 or 700?—A. I should not think there were that many.

Q. Is there any way when these goods went from this place—was there any way of the German giving a receipt for so many bags on his receipt?—A. No, sir; our orders were simply to send all of that stuff to scows to be taken to sea and thrown over.

Q. A part of these goods were taken to the city feed store warehouse?—A. The saki and groceries.

Q. You don't know what became of that?—A. No, sir.

Q. Do you recollect the condition of the stuff that was taken to the warehouse, what condition it was in at the time that it was taken from the warehouse to the city feed warehouse?—A. The stuff that was taken from the stone warehouse to the city feed warehouse was in pretty fair condition; that is, the outward appearance; I don't know how it was inside.

Q. You can not recollect the amount or number of cases and the kind, or both?—A. Several dray loads were taken from the stone warehouse to the city feed store warehouse.

Q. Would that mean several hundred tubs? Were they double drays?—A. Yes, sir; they were great big drays.

Q. Where was the city feed warehouse?—A. On Beretainia and Punchbowl.

Q. Do you recall any other information?—A. There was quite a quantity carried to Kākaako.

Q. What was its condition?—A. Good.

Q. Do you know anything of the final disposition of those goods that were taken from the warehouse to the city feed warehouse?—A. No, sir.

Q. Who was keeping the warehouse at that time; do you recollect?—A. No, sir.

Q. This was in January, 1900?—A. Yes, sir.

GEORGE R. KING recalled for the claimant.

MR. BALLOU. Mr. King, were you under the impression that you had taken everything from the warehouse and piled it up in Chaplin lane?

A. Not the first day.

Q. Finally when you had cleaned out the warehouse and piled it outside?—A. Yes, sir; I was there when we pulled the roof off.

Q. Now, Mr. Towse says, as compared with the whole amount in the warehouse, there was only a very inconsiderable amount outside, and when he cleaned out the warehouse and the great bulk of the goods he took out of the warehouse that they were not put back.—A. I don't know; not that I know of the second day. Right in front of this building right on Nuuanu street, there was a new building only partly burned standing in such shape we wanted to pull it down, and I was around there in the evening and I was there while we pulled a portion of the roof of this building off. Just how soon after that it was I don't know. At that time everything was out.

Q. Your testimony with regard to the quantity was based on what you took out of the warehouse and put on the lane?—A. Of what was left on the end of the first day.

Q. And on the second day the walls were taken out, were they?—A. The walls?

Q. The merchandise?—A. I think so, to the best of my recollection. If I had thought I was going to be called on, I would have made a note

of it; but my recollection is that on the afternoon of the second day I went around there and everything was cleared out; and the white men that we had there came to me the afternoon of the first day—Towse had found him for me—and he was left there in charge. He was there on the second day. I remember of going in there on the afternoon of the second day. I think that is the afternoon that we pulled down the other house for fear that it would fall down; and my impression is that everything was out at the time that building was pulled down.

Mr. ANDRADA. You have testified that you cleaned out one room and a part of the cellar?

A. No; my men were working cleaning out the one room and a part of the cellar, and we didn't it the second day; and the second day I had to go back to the office, and Mr. Towse agreed to take care of my men as well as his own.

Q. When you left was there a great quantity of goods still in the warehouse?—A. As I remember it, not a great quantity. I think we had two-thirds of it out the first day; and when I went around the second day the men that I had with me on the first day were helping to displace this burnt lumber.

Q. Could you say that the entire warehouse was occupied with these goods?—A. I can not. I don't remember the dimensions of the warehouse. I have not been around that way for quite a while.

Q. All that you cleaned out was the one room and the cellar?—A. Yes, sir.

Q. When the roof was taken off of there how many rooms—how many stories?—A. Two stories and a cellar.

Q. Was there anything underneath the roof?—A. No merchandise. On the second floor?

Q. Yes, sir.—A. The floor was broken through in places, the plaster broken down in places into the lower story, and, as I remember it, I have seen the men up there in that upper story. I couldn't see whether there was any or not, really.

RICHARD WEEDEN, recalled for claimant.

Mr. BALLOU. At the time you made that inventory of the goods in Shimamoto warehouse were the goods inside of the warehouse?

A. Some of them were inside and some out.

Q. About what proportion was inside and what proportion outside?—

A. I think, if I remember correctly, most of the saki was outside and the fish in the cases outside. I think that perhaps one-third was outside. I don't know that there was one-third, but there was a considerable outside.

Q. Have you any independent recollection now as to the number of tubs of shoyu in general there were in that place?—A. No, sir; I can not tell you, really. I have forgotten now.

Q. Do you know whether there was 100, or 200, or 500, or 1,000?—

A. I should think there was a big number of tubs, about 1,000; quite 1,000 tubs.

Q. What did you do with the inventory?—A. I gave it to Mr. Towse.

Q. Was the inventory in your handwriting?—A. Yes, sir.

Q. Do you identify this as the inventory that you made?—A. That is not my handwriting.

Q. I understood that was the original.—A. That is the original that Mr. Anno made.

Q. Who else was there while you were making this inventory?—A. Japanese.

Q. Anybody else?—A. Mr. Towse was there and Mr. King, the gentleman just gone out.

Q. Were there any other persons there?—A. Maybe some other people around there; not that I know of doing anything.

Q. Do you remember a German that speaks Japanese?—A. There was a German—Hackfield's man.

Mr. BALLOU. One is Max Berger?

A. There were one or two Hackfield men around there.

Q. One could speak German and Japanese?—A. I wouldn't be positive about that.

Q. Did you take an inventory of the whole stock that was there?—A. Only a part. I was there two days and then went away. I wasn't finished, and I handed it over to Mr. Towse and some German, a Hackfield man. I gave it to them.

Q. You passed your half over to them?—A. Yes, sir.

Q. And informed him what goods you had taken?—A. Yes, sir.

Q. How about the valuation of that inventory—that inventory that was made?—A. Yes, sir.

Q. Where did you get those valuations?—A. Was from our valuations.

Q. You have means of arriving at the valuation of shoyu, and everything of that sort?—A. Yes, sir.

Q. Is this your valuation, the cost to land, the port valuation?—A. Port valuation.

Q. That is not the valuation of everything that comes before this commission, in arriving at the valuation is the cost, but I believe it is understood in this particular instance, it is the market value.

Q. (To the witness.) Did you put that in there, 10 per cent over the cost?—A. I took as the valuation in Japan the market value in Japan.

Q. How do you know it was 10 per cent over cost?—A. No, sir; it was not 10 per cent over cost of the market value in Japan.

Q. I thought to that you added the cost of importation?—A. No, sir; I didn't add any cost at all; I took the cost of the goods in Japan at the time.

Q. Then the inventory that you made is based on the prices in Japan?—A. Yes, sir.

Q. Not the prices here?—A. No, sir.

Q. Have you any idea where that inventory is?—A. I can not tell you. I thought the thing was all over. I handed it to some one that was present at the time, and said I had nothing more to do with it.

Q. Will you run over that [here the witness is shown an inventory and see if you identify it as being something like the inventory that you made?—A. If I remember right, that first lot is what I did.

Q. And just two cases?—A. Yes, sir.

Q. As you made it?—A. Yes, sir; that is what I recollect.

Q. Do you identify that?—A. Yes, sir.

Q. The quantity?—A. Yes, sir.

Q. How are those prices?—A. Those prices are about right, sir, according to the market value in Hongkong at the time.

Q. That is, the market value here with 10 per cent added?—A. The variation; they vary this size considerably, and did at that time.

Q. This was made up at the time, and this is supposed to be the price at the time. Now, you say that you put the valuation on your own inventory and the valuation was the Japan price, the price in Japan?—A. Yes, sir.

Q. Now, you make the statement that this price seems to be right, and yet there is the freight to add?—A. If you add 10 per cent to this, and the weight of the tubs vary, that makes a considerable difference to add 10 per cent.

Q. On the shoyu?—A. Yes, sir.

Q. You mean \$1.40 American money, gold, and that would be your appraisement of a tub of shoyu as the cost in Japan?—A. No, sir; that is not American gold; that is Japanese.

Q. I understood you to say that was American gold. Let us understand it. When you say that \$1.40 would be your appraisement on a tub of shoyu, you mean that it would cost \$1.40, yen, in Japan?—A. Yes, sir.

Q. Now, what would be the market value of that tub of shoyu here; what would you add for commissions, etc.?—A. The market value was at least 50 per cent more.

Q. And the cost—what would be the cost—allowing that it was \$1.40 silver yen in Japan, with the freight and charges, what would be the cost landed here?—A. Bring about 95 cents, American money.

Q. Ninety-five cents additional?—A. No, sir; 95 cents, American money.

Q. For a tub of shoyu?—A. Yes, sir; about 40 cents, with 50 cents added.

Q. And \$1.40 would be 70 cents, to which you would add the freight?—A. And 10 per cent duty.

Q. So that would make the cost 95 cents here?—A. Yes, sir.

Q. That is the inventory that you extended there?—A. I didn't extend those; I have my figures; I didn't extend any; I didn't have time to finish it.

Q. What would you say, Mr. Weeden, to that first item, 924 tubs of shoyu; at that time what estimate would you put?—A. One dollar and forty cents Japanese.

Q. That is the cost landed here?—A. No, sir; I took it at Japanese prices, not American prices, landed here, and then the expense and charges was to be added on afterwards.

Q. Then what would you call that; you call that landed here about 90 or 95 cents gold?—A. Yes, sir.

Q. And what has he got in there?—A. One dollar and forty here.

The COMMISSIONER. Mr. Ballou, is this claim yen or American gold?

Mr. BALLOU. It is American gold.

Q. (To the witness.) Does the price of shoyu vary?—A. Yes, sir.

Q. In the different grades does it vary in the market value, away up at one time and away down at another?—A. Yes, sir; varies very considerably.

Q. Is it a liquor?—A. No, sir; it is a sauce.

Q. What was the condition of those tubs when they left the building after you had appraised them?—A. Some of them—I was not supposed to look inside—I can't tell you. Some of them on the outside

were wet; they were dirty; there was water on some of them. Some of them were taken out and dried off.

Q. As a matter of fact, some—there are a great many tubs in that condition, and injured?—A. Yes, sir; but we couldn't tell on the inside.

Q. On the outside?—A. It was only water on them.

Q. And then on the inventory dated November 25, 1899, 300 tubs of shoyu at \$1.40 Japanese?—A. That is about right.

Q. Then on another 50 tubs \$2.16?—A. That is right.

Q. Two qualities?—A. Yes, sir; they vary. There is three or four different grades; that is, some at \$2.50 and some of it as low as 90 cents.

Q. How high does shoyu run?—A. Two and a half and two sixt according to the grade—a very fine grade of shoyu, and where it is the more money you get for it.

Q. What would be the value of the 2.60 laid down here?—A. You add about 25 per cent altogether; add to that—

Q. Just about the cost of importation 25 per cent?—A. Yes, sir.

Q. You have no independent recollection when the steamship *Lady Joyce* arrived here?—A. I remember the vessel.

Q. I find by the *China*, October 13, 110 tubs of shoyu, 2.35 yen; that would be right, 50 tubs, 1.30?—A. Yes, sir; there is a difference in the quality, the double price.

Q. I call your attention to this 50 cases of canned goods, assorted 432 yen. Ten hundred and thirty tubs of shoyu by the *Lady Joyce* she came in on the 20th of December, 1899; 780 tubs, 1.60; 1,000 tubs, 2.25; 100 tubs, 1.40; 100 tubs, 2.65.

The COMMISSION. That shoyu wasn't on hand at the time; it is dated the 20th of December, 1899. That has nothing to do with that date; that wouldn't have been very strange to us to have 1,000 cases of shoyu on hand.

Q. (To the witness.) Do you recollect when you first took that inventory?—A. No, sir; but I think I can look it up.

The further hearing of this matter is continued until the 1st day of June at 9.30 a. m.

JUNE 1, 1901.

MORNING SESSION.

Mr. ANDRADA. I find among the papers of the board of health what seems to me to be the original inventory; it shows that it was taken at the Beretania street warehouse, and in the same envelope I find this paper which seems to be a copy of that, and possibly the original of the one that Mr. Brooks has presented here.

I found this inventory; I do not know in whose handwriting it is; it is not signed.

The COMMISSION. I would like to ask you, Mr. Ballou, to explain to the claimant that the commissioners have not interrogated him here in open session as to the manner of his keeping his books after giving the amount of money in the business, who he owed, and all these things that can be taken up in executive session in adjudicating this claim.

That he would not like to testify before the public, but just before the commission. It is not the idea of this commission to do an injustice that way. We do not expect anyone to give their business away to the public; we here who are in business—at least our merchants—

we haven't or do not intend to ask one as to the way he is conducting his business—anything that he wouldn't like others to know; not because it wasn't right—it is something that takes up a good deal of time—any question that we have a right to ask in connection with his business and his books, and that he need not put them in until we are in executive session.

Mr. ANDRADA. I saw a member of the board of health who was connected with the board of health during that whole thing; he said that Mr. Weeden and Mr. Berger and a third party he didn't know just then, and I asked him to come this morning; he said he had to go to a meeting which would not be over before 10 o'clock.

A COMMISSIONER. When was the institution of the fire?

Mr. ANDRADA. This is a card made to Mr. Gottenberg merchant committee as depositor of the goods taken at the Beretania warehouse.

A COMMISSIONER. I think we ought to follow this case as far as we can.

Mr. BALLOU. Assuming that this will be identified, I would like to call the attention of the commission to it. There is an estimate of 1.40 shoyu tub as it is here in two places.

A COMMISSIONER. Anything that would throw light on it would be more than acceptable. I don't think that the attorney for the claimant would object to anything that would throw light on it.

H. E. COOPER, called for the claimant.

Mr. BALLOU. Mr. Cooper, during the epidemic of the plague here, in 1899 and 1900, were you for a time president of the board of health?

A. Yes, sir.

Q. Up to what time?—A. My recollection is to the middle of January, when I left the board.

Q. And then you left the board entirely?—A. No; I was a member of the board, but not president.

Q. Who became president of it?—A. Dr. Wood.

Q. Do you remember the warehouse of S. Shimamoto in Nuuanu street near Chaplin lane?—A. Yes, sir; a coral building. Yes, sir; I remember it.

Q. Do you remember the fire adjacent to that which damaged that warehouse?—A. Yes, sir.

Q. By whom was that fire set and in what connection?—A. Set by order of the board of health.

Q. In connection with the suppression of the epidemic of the plague?—A. Yes, sir.

Q. Had there been any case of bubonic plague?—A. Yes, sir; three cases. Two cases were taken out on Sunday morning, the last day of the year, 327½, I think it was, where the case occurred, and the buildings ordered burned there of Ahlo and the land running into the alley. I think there was damage done on the mouka side of the warehouse that wasn't condemned, but it caught fire from the fire near it.

I really can't find the list of all the fires that were set by the board of health for the suppression of the plague, but there should have been a list kept by the secretary up to the time that I left. I don't know what was done after I resigned as president of the board of health. There was a list kept by the secretary and also a list kept by the appraisers, who were appointed by the board of health, Mr. Olcott and Mr. Welhelmi. They kept a list of the buildings that were burned by

the board of health, and the character of the buildings also, and photographs of the buildings were taken also as they were burned, and also a photograph after the fire, to show how they were burned.

The COMMISSION. Do you recollect the date of the fire?

A. I think it was the last day of December. My recollection is that it was on Sunday morning that the fire was ordered—1899. I believe the plague broke out on the 12th or 13th of December, 1899, and the fire was on the 31st day of December, 1899.

Mr. BROOKS. I will ask you this for the purpose of some cases that I have following this: Can you state whether the fire that was originally started on that day—how that fire was started—by whose orders?

A. No; I had very little to do with that fire, Mr. Brooks. I was just a member of the board of health. I had no direction of the fire at that time; that was under the new president. The three fires that I did order, that was on the corner of Monaika.

Q. As to the date of this fire, under the order, the same order?—A. The fire at the corner of ——— was the only building on Nuuanu street. I think it must have been the first week in January; perhaps the 3d or 4th of the month; I am not positive about that. The fire on Kaakalili street was the fire just before that.

Mr. ANDRADE (to the witness). Did the commission ask any one to go to this warehouse in the rear of Ahlos—this coral house—and take an inventory of the goods in that warehouse?

A. My recollection is that I did after the fire, not on the date of the fire; I think that I applied to the custom-house for some one to go up there and make an inventory, and some one was detailed by the collector of customs.

Q. Do you know where the goods were taken to that were there in that warehouse?—A. There were a large number of bags containing fish. They were first piled up against the fence on the Waikiki side of the building, and I think the most of them were taken out to sea, they becoming very offensive, and, being damaged by water, they were taken out to sea and destroyed.

Q. Were any of the provisions in that house taken to the warehouse on Beretania street?—A. My recollection is dim, I think; I think something of that kind did happen, but I won't say that it is so.

Q. Do you know whether the government or the board of health has ever realized from the goods that might have been saved from those fires—that is, in consequence of any damage, I mean, by the sale of the goods or anything?—A. Not to my recollection.

Q. The evidence shows that a good deal of these articles were taken from that warehouse to this house on Beretania street, but we could not trace the final disposition of the goods.—A. I have no recollection of them; I have no recollection of any sale whatever. The general method of procedure was that the board was satisfied that goods taken from the warehouse buildings were free from contamination; then they were delivered over to the person who claimed them—I can not say about this specific matter—but I should say undoubtedly there was registration of the board of health that could tell about it as there was a committee appointed for that very purpose.

The COMMISSION. We have got evidence here that shows a part of the goods were dumped into the sea, and a part of them went to the City Feed Company's store, that is on the corner of Punchbowl and Beretania street. The witnesses for the government and for the other

side say that they went there; that is, tubs of shoyu, and there were also crates of crockery. Now, the question before this commission is, Did the government ever turn these goods back to the claimant, or was a receipt taken from the claimant for those goods; and if they were not, where did they ever go to? Now, if you can, suggest some way in which we can find out, get at the proof of where those goods are, or whether the claimant ever took them, or has received compensation for them—for those goods.

A. My recollection is—I can't say after the fires had become more numerous—in regard to the taking of this property, merchandise, the citizens' committee was formed, and they tendered their services throughout the trouble and were kept as general supervisors of goods being removed from the buildings to be burned, and they had general supervision over them. At this particular fire no such committee existed, I think, and I think the goods were taken away and destroyed by the order of the board of health. Those that were taken to the Beretania street warehouse, I can't say how they came to go there—it is a matter of recollection and it is a long while ago, and I have not tried to refresh my memory—I can say that my impression is that there were a number of packages taken from this yard. They were taken out and they were not destroyed; they were taken outside, and that that was damaged was taken out to sea and destroyed, and those supplies that were taken out there, and I can't say whether they were turned over to their proper owners or not.

Q. Could you suggest some way in which we could get at that—information that we could send for and find out?—A. I should suggest Mr. Reynolds, who was the executive officer of the board of health at that time. Mr. Weeden was the clerk detailed by the custom authorities to take charge of it, and Mr. King, who is now in the auditor's office.

Q. They all testified that the goods went there, but my recollection is that they did not know what disposition was made of the goods after they went into the building. It may be, as you suggest, that Mr. Reynolds is the person.—A. I don't know; but as a rule it was under his control at the time. I know that the collector for the board had control of all the warehouse, and I should say who had charge of the warehouses might be able to furnish some data. They must have kept books at the time, and they will show the receipt, or should show the receipt, by the teamster. There were three that should have a record of it; it may be that Mr. Wilhelmi might have it. There were photographs taken, but that was done before the torch was applied. In this matter of the warehouse wasn't anticipated, and no precaution was taken as to that warehouse. The firemen thought they could take care of the warehouse. The fire through the window, and that is how great damage was done by the water. It was flooded by water.

Q. One of the principal reasons for your appearing before the commission was for the purpose of informing the commission as to the origin of the fire, and on what authority the fire existed. You, being at that time the president of the board of health, was one of the executive officers of the board and one who authorized the applying of the torch?—A. Yes, sir.

Q. Now, will you kindly state what induced you as a member of that board to issue such an order?—A. The formal resolution, Mr. Pratt, that was passed would be better evidence. The resolution was

passed stating the terms and reasons why the board proceeded, and the resolution was passed by the board, and then it became my duty as chief executive officer to do it, which I did.

Q. Then, it was from information that you had from local source and others that there was an epidemic and as to its character?—A. Yes, sir; that seemed the most efficacious way of fighting; that was by fire at that time. We thought that ought to be undertaken, that as it is the right of the claimants to recover, that this should be in the first place instituted by the order of the board of health. And parties came in and informed particularly that his goods and wares were lost as a consequence of that order; we had no information as to what particular property was ordered burned, and, as gathered from your evidence, that the property ordered burned was on the corner of Chaplin lane and in the vicinity of Beretania street. Naiki of Ahlo's, this warehouse wasn't among the condemned buildings; it caught afire.

Q. But you know of your knowledge that this loss occurred in consequence of the order of the board of health, the order to burn?—A. It may be that the fire was caused by that.

Q. For the information of the commission, you were speaking of the resolution adopted by the board of health. Wasn't the basis of your taking action on those resolutions; are these records obtainable to ascertain what was done leading up to that?—A. I should say that the secretary has the full record; that the minutes were read from day to day.

Q. Who was the secretary of the board?—A. Mr. Wilcox.

Q. And the records are with Mr. Wilcox, so far as you know?—A. Yes, sir.

Mr. ANDRADE. Has this inventory of these goods ever come into your hands; have you ever seen it?

A. I can't say yes or no.

The COMMISSION. Now, we want to know about these goods; where they went and what became of them.

Mr. BALLOU. It is unfortunate with the merchandise accounts. I have got a lot of cases of simply people being burned out of personal property on the 20th of January; coming along to that this record will have very little bearing on it.

The COMMISSION. And when it comes to this case again we are blocked; so that in getting the government's evidence in such a shape then we will be prepared to go on when the case is called.

The CHAIRMAN. We will give the government a week, of course. Should the government get ready in three days we can go on with this case and Schedule B, and that will give counsel an opportunity to determine for the government what he will do.

RICHARD WEEDEN recalled.

Mr. ANDRADE. I found this also, which is a copy of a paper that I found. (To the witness.) Do you recognize that?

A. It is not my handwriting there.

A. GOTTENBERG, called for the Government, sworn.

The COMMISSION. Do you know anything about the taking of these goods to the City Feed Company's feed warehouse, on the corner of Punchbowl and Beretania street; that is the place where these goods went to?

A. Went there; what is in that receipt book.

Q. Do you know who was in charge of the goods in that building?—

A. A man named Gotleman.

Q. Where is he?—A. In Steiman's cigar store, on the corner of Hotel street and Fort.

Q. He was there in charge of this warehouse by order of the board of health, was he?—A. Yes, sir; I think so.

Q. You were on the merchants' committee?—A. Yes, sir.

Q. Did any goods go from there that you know of into this warehouse—the City Feed Company's warehouse?—A. Yes, sir; according to the receipt on the book.

Q. Do you know what disposition was made of those goods after they went in there?—A. No, sir; simply received by Yaumoto. My position on the citizens' committee was treasurer. I paid all the bills and received the money and paid the laborers; that was my connection with the merchants' committee. I had charge of that. I paid all the bills, and paid them out and kept them in a book at the same time.

Q. You don't know, Mr. Gottenberg, what went in there?—A. No, sir.

Q. Do you know whether they were under the control of the merchants' committee or the government?—A. Yes, sir; the merchants and Mr. Gotleman took charge of the warehouse.

Q. Is this the receipts for the goods taken in there?—A. Delivered from there.

Q. Then these receipts show where it went to?—A. The person that received the goods. Whether they were delivered to the owner of the goods I don't know.

Q. Who was chairman of the merchants' committee?—A. Mr. Wakefield, Keiser, and Humbert; they were appointed by the merchants.

Mr. BROOKS. At the request of the board of health?

A. I think that the merchants worked with the board of health at their own suggestion.

Q. When were you first employed on this work; when did you first enter upon those duties; do you recollect the first work?—A. It was previous to the fire.

Q. Which fire?—A. The fire of January 20—the big fire of January 20.

Q. Were you so engaged on December 31, or the early part of January?—A. Well, in the early part of January, I don't remember exactly.

Q. Do you recollect taking the goods away from Shimamoto's place?—A. No, sir; that was not part of my work; I received the goods from the stores.

Q. What was the nature of your work?—A. I was treasurer of the committee.

Q. What duties had you to perform?—A. To save goods from these stores prior to the conflagration; from the stores that the board of health had condemned.

Q. Now, when was it when they entered upon their duties?—A. It was after the fire at Shimamoto place; previous to that they had nothing to do with the goods there; I haven't it in my mind, but I can find out.

Q. The fire that caused the loss to Shimamoto was on the 31st day of December, the building that the government through the board of health took charge of and some goods that was in the warehouse, and the fires of the 1st, 2d, and 3d of January. Was this merchants' com-

mittee organized at that time or subsequent?—A. I think they were organized after the fire on the east side of Muuanu street back of the Shimamoto warehouse.

Q. You gave the names of those who constituted the committee?—A. Wakefield, Keiser, and Humburg.

Q. Is this the complete receipt of all the goods that went out of there?—A. Yes, sir; given to Shimamoto at that time.

Mr. BALLOU. Mr. Chairman, I ask permission now, in connection with this case, which is a Japanese case, to introduce my general line of evidence as to the way in which all Japanese cases have been handled and made up. I will state my reason for asking it at this time, and it is a most important one, in regard to saving the time of the commission. My idea is to show the care with which all of these claims have been handled by the agents of the Japanese Government; have the evidence of record, and have it presented to the government officially.

We may be able to arrange a compromise of a great many of the smaller claims—of the personal property, Schedule B. That compromise, I understand, Mr. Andrade, would have to be submitted to a higher authority; that is why I would now like to get it of record, in order that it might be transcribed and put in a position where I can say to the government: There is the evidence of the care with which these claims have been made up, and in view of all the reductions that have been made on them, and the number of claims thrown out and canceled, I would like to submit the following proposition by way of an adjustment of all the smaller claims that are here. I would like to put it out now and keep it as a part of my first case, it being evidence which will be applicable to all of the cases.

The CHAIRMAN. Is it in a written form?

Mr. BALLOU. A part of it is in written form. I have the proof of the consul-general of Japan as to the methods which they have pursued. It was my purpose to put on the stand the consul-general of Japan and the secretary of the consulate, who has been his executive officer during this time, and one or two Japanese merchants' committees, to show in detail the methods which they have employed in setting out each of the particular claims which have and will be introduced here.

Mr. ANDRADE. These parties are here, are they not?

Mr. BALLOU. Yes, sir; nearly all of the claimants are here. This applies to case or claim No. 1 at the present time. This is the oral testimony concerning as to how the claims were made out and revised and prepared by the consulate, the Japanese claims; and those claims were handled a little different from the others. I wish to simply offer the testimony orally now as to how these claims were handled. I don't want to go into any particular case, but as they come in their order will be considered, in any compromise that I might make with the government. This general evidence will apply to case No. 1, 7, 8, 13, and 14, and so on down the list taken in connection with case No. 1. One of the first things that I shall prove is that every Japanese claim of personal property—

Mr. PRATT. Is held under an assignment?

Mr. BALLOU. No, sir; was made up by getting the man's statement while he knew what it contained and immediately after the fire, so that there was no chance for an outsider who was not a sufferer to get there at all.

I wish to state to the commission that the general evidence that I shall offer—that the compromise that I am now endeavoring to arrange with the government is some of the small claims that do not concern the commission. I am not asking to be relieved of producing the best evidence.

Mr. PRATT. A limited statement—it might be well for you to acquaint the government with what your intention was, so they might know before we proceed to determine whether or not we will consider it.

The further hearing of this matter will be continued until the 3d day of June at 9.30 o'clock a. m.

The Government is given one week from this date to proceed.

JUNE 3, 1901.

MORNING SESSION.

The further hearing of this case is continued until the 6th day of June at 9.30 a. m.

JUNE 6, 1901.

MORNING SESSION.

Mr. BALLOU. The witness that I was going to call is not here, Mr. Emishi, who had charge of the matters up to the time they were turned over to the consulate, and had charge of them all. I will have to let that go for the present, and ask the consul to come forward and be sworn.

MIKI SAITO, called and sworn.

Mr. BALLOU. What is your official position?

A. Imperial Japanese minister stationed here.

Q. In Honolulu?—A. Yes, sir.

Q. And you have held that position how long?—A. Here in Honolulu?

Q. Yes, sir.—A. Well, it is about three years on the 9th of September. In 1898 I arrived here.

Q. In 1898?—A. Yes, sir.

Q. So you were here as the consul during all the time of the suppression of the bubonic plague?—A. Yes, sir; exactly.

Q. What did you do in your official capacity in regard to the Japanese claims?—A. Well, at that time I was one of the representatives in Honolulu, and also I represented my Government in taking care—I was instructed by my Government to take care of the Japanese sufferers. Under these instructions that I received from my Government—

Q. And what did you do as consul in pursuance of those instructions?—A. In following out those instructions?

Q. What connection has the consulate with these Japanese claims that have been filed?—A. Well, I will tell from my memorandum. When first when the fire was ordered I was very anxious if there was any dispute between the government and the sufferers, and I told them to make an inventory of all the property destroyed, the various kinds of property. I told them not to destroy the property hurriedly without making an inventory.

Q. Have you made the statement?—A. It is very short. I repeatedly

told the Hawaiian government not to destroy property hurriedly and without having an inventory taken, which would save, the taking of the inventory would save, serious dispute afterwards in the future. On a later date, the 8th of January, 1900, just a year, I received from the minister of Hawaiian affairs. He informed me that it would be a very good idea for the companies to select their appraisers and personally appraise their personal effects before destruction.

Q. That was on the 8th of January before the fire?—A. Yes, sir.

Q. Well, in consequence of that did you do anything?—A. After receiving this information I immediately gave it to the Japanese that were situated in Chinatown.

Q. You did that by posters, did you?—A. Yes, sir; also posted it.

Q. It was posted in Chinatown immediately after the 8th of January?—A. Yes, sir; that all Japanese subjects should make a personal inventory of their effects. And I wish to show a copy of the law which I had written of the Hawaiian government. I had that inserted, the same that I received from Mr. Mott-Smith, minister of affairs of the Hawaiian government:

HIS IMPERIAL JAPANESE MAJESTY'S CONSUL-GENERAL,
Honolulu, 5, 1900.

Mr. MOTT-SMITH, *Minister of Affairs*:

I want to acknowledge the receipt of your letter in answer to mine of the 3d instant asking for an expression of an opinion from me as to the government's liability to compensate those Japanese whose property has been burned or otherwise destroyed—that property which may have been burned by the government by the regulation of the board of health during the plague in Honolulu. The opinion that the government—the liability is between the government and the owners and occupants of the destroyed property—that will have to be left for the future to determine. The Japanese are entitled to a consideration. As to whether the Hawaiian government will hold itself responsible for the compensation.

(Here the consul filed letters with the clerk.)

Q. (After reading.) Now, after the great fire of January 20, what was done by the Japanese toward collecting their claims?—A. When I received such information from the Hawaiian government I gave a notice to the Japanese living in Chinatown, and they obeyed my voice and took my advice, and the inventory was made at this time and at the time at Camp Kalihi and Kakaako. It greatly benefited us for the subsequent work. But at this time the only way to make it out, the inventory, and a price for the property, if it was possible. After the great fire of January 20 there was a Japanese society under the name of the "Japanese United Society." I think this society sent out a committee to the camps at Kakaako and Kalihi, and the committee furnished Japanese sufferers with paper for the use of a description of their goods.

Q. (Here the witness is shown a blank.) Are these a sample of the blanks which the Japanese committee took into the various camps and obtained a statement from the sufferers while they were in the detention camps?—A. Yes, sir.

Q. That is the form of the blank that they filled out in the detention camp by the Japanese committee?—A. Yes.

Q. Is that for the merchandise?—A. That is for personal effects.

Q. Were the merchandise ones filled out in the camps?—A. Yes, sir; some of the merchandise.

Q. Were filled out in the camps?—A. Yes, sir; by the proprietors of these shops. They were destroyed by the fire; were mostly outside of Chinatown.

Q. And were any of those taken to the detention camps?—A. Yes, sir.

Q. Now, what was done with these slips which were filled out in the detention camps by the sufferers?—A. When they were filled up this way by the sufferers themselves, then the committee takes them, this inventory, to the office of the Japanese Society—the Japanese Society we will call it. And the Japanese Society having received these inventories they appointed a shipping committee for the investigation, and this shipping committee examined and investigated all through these original inventories for about one month or two.

Q. Was the Japanese consulate officially represented on that committee?—A. No, sir.

Q. It was not?—A. No, sir; that had no particular connection with the Japanese Society, because every member of the Japanese consulate was very busy.

Q. When were these turned over to the consulate?—A. After we took the Japanese Society—after they were gone over by the Japanese Society, they were then turned over to the Japanese consulate, and all of these inventories, they were subject to further investigation; it was on the 7th of March, 1900.

Q. That the committee turned it over to you, and induced you that a further investigation should be made in the matter?—A. Yes, sir. This was the 1st of April, for the Japanese consulate—before the Japanese consulate was connected with the work of investigating the Japanese claims.

Q. Now, what was the first thing that the Japanese consulate did with these claims from the 7th of March, at which time they were turned over by the Japanese Society?—A. When we received these inventories from the Japanese Society I ordered all Japanese sufferers to make out—the men living outside of Chinatown, everybody in the city—to appear personally before me. It was the end of March or the middle of April, and we subsequently inspected each of their inventories that was presented to me, and urged an inspection, investigation, and an examination.

Q. Was that done at the consulate?—A. Yes, sir; and any claim that appeared to be dishonest or supposititious was unceremoniously disregarded, and the proper claims ordered translated and type-written.

Q. That is, translated into English?—A. Yes, sir [referring to a lot of claims]. This represents a bunch of 100 that I selected at random last Saturday.

Q. Are they originals?—A. Yes, sir; these are in Japanese and these are in English.

Q. (To the commission.) I call attention to that stamp on the back. I will go into this with a little more detail with Mr. Tunka, who had the immediate handling of these. I will go into the detail of those more afterwards.

Q. Then, Mr. Miki Saito, after the first examination by the committee they were turned over to the consulate on the 7th of March?—A. Yes, sir.

Q. And a further investigation at the consulate personally, and a rejection of some of the claims?—A. Yes, sir; and the claims that were approved of were translated and put into English, stating the claims.

Mr. ANDRADE (to counsel). Are you proving anything now in regard to the Shimamoto claim?—A. Has a bearing upon every one of these.

Q. That is, throughout on all the claims?—A. This is evidence that will apply mostly to my claims of personal property.

Mr. ANDRADE Is Shimamoto claim among these?—A. No, sir.

Mr. BALLOU (to the witness). Now, after these claims were properly translated into English, and they passed a second examination, what was done with them?—A. A third examination was had; a system of examination as to these inventories; the claims were compared with the claimants personally; the claimant was subpoenaed, and he was asked if that was his claim, and the duration of his residence in the Hawaiian Islands, the number of his family and employees, the amount of taxes which he was paying, and in some particular inventories, and for an agreement if I didn't know very well his standing; then we wanted some written certificate, issued by a responsible party living in Honolulu, guaranteeing the fairness of the claim.

The CHAIRMAN. In selecting the responsible person to verify these claims, what nationality was that person?

A. Was Japanese.

Mr. BALLOU. It was about this time that the first fire claims commission was appointed by the Republic; that was the time that the first fire claims commission was appointed?

A. Yes, sir.

Q. And that commission did nothing?—A. Which commission do you mean?

Q. The fire claims commission did nothing?—A. Well, it was the end of last April or the beginning of May. It was at the time of the first examination and investigation threw out our claims, not the actual standing of the fire claims court in May or the ending of April or the beginning of May. That has given us a very good opportunity to make and consider the second examination.

Q. Who conducted the second examination which was made?—A. At that time I asked Mr. Tanaka, the Japanese vice-consul, to be present at that committee.

Q. And how many did that committee consist of?—A. Well, this was the official part, and partly assisted by the special committee that was selected by me. Well, there was three or four, and many of them engaged by wages.

Q. Paid them for their work?—A. Yes, sir.

Q. Do you remember who was on the committee?—A. Mr. Tanaka.

Q. Who paid this committee?—A. The Japanese consulate.

Q. Do you remember who was on the committee besides Mr. Tanaka?—A. Well, they were changing; you can ask Mr. Tanaka; he knows.

Q. Now, all of this time you were in communication with your government?—A. Yes, sir.

Q. And made this the subject of your official reports?—A. Yes, sir.

Q. Now, after the time that Mr. Tanaka and the special committee took up their third investigation—what month was that conducted

in?—A. Well, the time in connection with the investigation of these inventories was more than one year, but I will tell you, the time of our second investigation, the principal part of the second examination was to ascertain whether the articles stored of the sufferers at the Alaa warehouse at the time of the fire in Chinatown, a large quantity of the Japanese personal effects they had moved and stored at the Alaa warehouse, and there was no one around to attend to them.

Q. So they were reported lost, and these were the first blanks that were made out in the detention camps?—A. Yes, sir.

The CHAIRMAN. Were there any subsequent blanks? Were there any blanks made out after these?

A. Yes, sir; and these went right straight down; in connection with that, it was all done right there; there is no separate blank on which the description was made.

Q. These [showing blanks] are the original blanks that were made when the sufferers were at the detention camp?—A. When the sufferers were at the detention camp, this was the style, and they were changed, and when the change was made they were then kept in English; the other changes were noted in English—some in Japanese, and some in English, and some in both.

Mr. PRATT. Now, when you refer to this claim, this corresponds to the original number, or the one that is now on file here.

Mr. BALLOU. I might suggest this one filed here, that is the official number—I mean this particular one. I intend when I present another claim of personal property—I intend to produce the original Japanese claim or blank, showing how it was first made out at the detention camp, and the English translation, and then present the claim for comparison.

Q. These have been in the custody of the consul all of the time?—A. Yes, sir; in the consulate.

Q. And have been there since the 7th of March?—A. Yes, sir.

Q. Then that committee, that special committee of which Mr. Tanaka was the head, began working by the month?—A. Well, his work is still continuing until now; after it begun we received these inventories from the Japanese society.

The COMMISSION. In any of these inventories is there anything allowed for the goods that were returned to them in any case?

Mr. BALLOU (to the witness). Is anything allowed in these inventories for goods that were returned to the sufferers from the Aala warehouse?—A. Yes, sir; to some extent.

Q. I refer to claim 1893; can you state whether or not———A. Yes, sir; that was returned entirely from the Aala warehouse.

Mr. BALLOU (to the commission). These blanks I will state myself. I asked the consul and his secretary to pick out 100 blanks where claims were canceled, just to pick them out of the 2,600 claims, and these were picked out.

Q. Canceled claims?—A. Yes, sir.

Q. (To the commission.) I call attention to the treatment of the cash claims, \$150.

Q. Was that claim returned?—A. No, sir; never presented.

Q. They said it required more investigation?—A. Yes, sir.

Q. That was their objection?—A. Yes, sir.

Q. Where the claim was returned the claim was canceled?

Mr. BALLOU. Yes, sir.

Mr. PRATT. And where they were not satisfactorily proven they were canceled?

Mr. BALLOU. Yes, sir. I will ask Mr. Tanaka as to the details of this work and the number of cancellations.

The WITNESS. By our careful examination more than 20 claims were entirely withdrawn and more than 5,600 articles in various claims were canceled.

Cross-examination:

Mr. ANDRADE. You did all of these things in pursuance of the communications that you received from your home government, did you not?

A. Yes, sir.

Q. And the commission was appointed under your directions, as I understand it?—A. Yes, sir.

Q. This commission paid by the Japanese Government of your own personally?—A. Well, partly out of my own business. We never received any benefit—none at all.

Q. You did that personally?—A. Yes, sir.

Q. I am speaking now of the members of this committee appointed by yourself. They were paid?—A. They were hired men mostly; practical workers—clerical work.

Q. They were paid by yourself and not by the Japanese Government?—A. Well, yes, myself; well, we may say the Japanese consulate; not from the Japanese Government, but from the Japanese consulate.

Q. You mean yourself individually; you hired these men individually?—A. Yes, sir.

Q. And you paid them?—A. Yes, sir.

Q. Personally?—A. Yes, sir.

Mr. BALLOU. Out of the treasury of the consulate or your own personal funds?

A. Out of my own personal funds; certain money was deposited with me in my hands.

Q. Deposited by whom; by the merchants or by your own Government?—A. From the home Government.

Q. Now, how did you arrive at the different prices which you have here for the different goods?—A. That is very hard to tell, but we know what our Japanese shoyu is; we know the standing of those things; I got it out of my own head.

Mr. BALLOU. Mr. Saito, these that we have here are the personal property claims?—A. Yes, sir.

Q. What connection did the consulate have with the claims for merchandise destroyed by the fire; the Japanese merchandise?—A. The Japanese merchandise; as to the examination of the Japanese merchandise claim, I think we had intrusted it to the respective claimants themselves. We gave them from time to time our advice to make honest claims. I am therefore confident that in the matter of the claims they are subject to the closest examination.

Q. But you did not examine the merchandise claims themselves; you didn't do so yourself?—A. No, sir; I sent and advised the merchants and the claimants that they must make a careful examination, and that there would be a careful examination, and to produce honest claims, and they are still doing so. I have examined the claims five or ten times.

Mr. ANDRADE (to the witness). Now, for instance, as to the merchandise. There was a committee appointed by yourself to go into the loss occasioned by the fire?—A. No.

Q. How did you do that?—A. No, I never touched the figures at all. I don't know how they got them at the time of the fire, but I would order them to make a good examination for themselves.

Q. The committee did investigate?—A. No, sir.

Q. The merchandise claims?—A. No, sir; they had their own committee among themselves.

Q. They had nothing to do with the consulate?—A. Well, nothing; I can't say nothing. We had nothing to do with the merchandise. They examined the documents, the inventories; but I never changed the figures.

Q. How did you examine the merchandise claims?—A. Well, I read it from top to bottom, and examined as to any change.

Q. In that way you might discover if there was any fraud?—A. No fraud at all; there is no fraud at all.

Q. There was no committee, nevertheless, appointed to look into the merchandise claims; there was not?—A. By the merchants themselves.

Q. Who were some of these gentlemen, do you know?—A. Well, yes, about that, you ask the question; the president was a member of the committee himself.

Q. Who is he?—A. Mr. S. Ozaki.

Q. Then you personally know very little about the merchants' claims; is that so?—A. Yes, sir; not very much.

Q. Well, you know more about the claims as to the personal effects?—A. Yes; because some of them have no knowledge of the policy to practice to produce these documents; but the merchants they know better themselves than the others do.

Q. How did the committee arrive at the price stated in the inventory of the personal effects?—A. At the first time I mentioned the figures some were arrived at, but I think I did that personally myself.

Q. You have examined all of these claims, have you?—A. Yes, sir.

Q. Now, how did you know that these claims were invalid? Were they raised higher than they ought to be?—A. Well, I don't know; the claimant saw that it was not the proper thing; some of them were too elevated and they were lowered.

Q. But had you any regular schedule by which you could go on?—A. Regular standard?

Q. Yes, sir.—A. Well, no; not that I know of. We know the things possessed by laborers; we can see that it must be the standard price. When they mention shoes at \$8 or \$10, why then we cut it down to the proper figure.

Q. Did you have any claims that bore any such figures as \$8 or \$10 for a pair of shoes?—A. No, sir.

Q. Now, how long did that take to go through all of those claims?—A. By my own self?

Q. Yes, sir.—A. Well, from the 7th of March last until now.

Q. Are you sure?—A. Yes, sir.

Q. Did you have anyone that was more familiar than yourself with the different prices of the articles mentioned in these inventories to help you in ascertaining the proper figure and for figuring up the amount proper for the article?—A. Well, in the main the inventories and the figures are all proper.

Q. But that is simply a conclusion reached by yourself?—A. Yes, sir.

Q. You have nothing definite upon which to base these figures, have you?—A. But they are all different articles and different kinds of prices, so we can not make any decided standard. Some of them were bought here in Honolulu and some away from here.

Q. If you took the price that articles was bought for, did you allow for wear and tear?—A. It is very hard to answer that; ask Mr. Tanaka.

Q. For instance, a man had a pair of shoes that he might have paid \$3 for, and they had been worn for some time; then they would be no longer worth \$3?—A. No, sir.

Q. How did you get at that?—A. Well, the shoes when they are bought, then to the person they are worth about \$2.50. You must remember that the fire which was at that time was about the end of the year and the beginning of a new year, at the time when the Japanese generally buy new things.

Q. That is the custom?—A. Yes, sir; that is my experience, and those shoes mentioned in these inventories are mostly new shoes—most of the things, the valuable things.

Q. Well, you had really nothing authentic to go by, had you? You had nothing certain to go by but the figures mentioned in these inventories?—A. No, sir.

Q. You really went by the word of the claimant, who was there either at Kakaako or Kalibi?—A. We had made an urgent investigation and certain deductions from those figures mentioned by the claimant.

Q. Did you make a reduction of all the claims?—A. Yes, sir. You will find out by and by that there was a reduction made in the inventories as compared with the first one.

Q. Now, how many claims have been filed with you so far?—A. The total amount of claims, merchandise, 653.

Q. Is the number of the claims?—A. Under \$100 there are 1,078 and over \$100 up to \$250 there are 973, and over \$250 and up to \$400 or \$500, 455; from \$200 up to \$250, 973, and from \$250 and over, 455.

Q. How many claims in all?—A. Two thousand five hundred and six.

Q. Will you tell me how many committees have handled these claims and adjusted the price on the inventories?—A. We have got to take the things mentioned mostly by price. The Japanese consulate—

Q. How many committees?—A. Well, I have 5 assistants there, and also, we have referred to the committee of searching—

Q. How many committees to search are there—one?—A. Committee of thirty.

Mr. BALLOU. When was this committee of thirty formed—about when?—A. That was the beginning of April.

Q. Of this year?—A. Yes, sir.

Q. And then the committee of which Mr. Ozaki is head—that is the committee?—A. Yes, sir.

Q. After that committee was formed, what did the consulate do?—A. They kept writing everything; every night from 7 o'clock till 1 and 2 in the morning.

Q. For the purpose of doing what?—A. Segregating these claims.

Q. Who appointed the committee of thirty?—A. Appointed by the claimants themselves, the committee meeting at the Japanese school;

forget the date of the first meeting; we can tell you by and by. They were appointed by the Japanese claimants themselves.

The CHAIRMAN. And who appointed Mr. Ozaki the president of the committee?

A. By the committee itself.

Mr. BALLOU. And just what did the consulate have to do with the committee or their investigation?

A. There were many documents whose owners we didn't very well know, and we left such claims until the next chance. The total amount of such claims made over 240, and these claims, the 240, were submitted to the Japanese committee.

Q. Because the Japanese consulate could not get at a satisfactory result?—A. Yes, sir.

Mr. ANDRADE. This committee of thirty has handled all of these claims?

A. No, sir; not all of the claims.

Q. Just which claims did they have charge of, the personal or merchandise?—A. Personal.

Q. No merchandise?—A. Yes, sir; they made indications to the merchants.

Q. You say there were 2,605 claims and more?—A. I think so.

Q. Did you have occasion to throw out any as being invalid or not legal claims?—A. The first time I don't know about it, but all the others.

Q. Did you throw out any claims at all—reject any claims?—A. No, sir; we did not throw out any.

Q. You did not reject any?—A. No, sir.

Mr. BALLOU. All the claims were originally filed?

Mr. ANDRADE. Whether there were any thrown out entirely—rejected?

Mr. BALLOU. All the claims that were originally filed were thrown out—rejected by the Japanese consulate?

The WITNESS. No, sir; but I think there was some claims which are not verified by those which we did not produce in this court. I don't remember the exact quantity and number of such claims.

Q. I understood you to say that there were 20 and over claims thrown out entirely.—A. Yes, sir; owners of claims, personal effects came from the Alaa warehouse.

Q. Are any of them represented by these claims here?—A. Yes, sir; there is one here that was canceled; they were entirely withdrawn and not produced before the commission here.

Q. You are positive that there were none of the claims which were first precluded and thrown out entirely as being invalid?—A. No, sir; we never throw any out; we called those persons before me to get them to testify that is the proper figure and quantity, and when I don't understand I can't know their statement; then I take some respectable person to guarantee that his claim is good.

Q. Did you go into the question of insurance at all in your investigation?—A. No, sir.

Q. Then you don't know whether or not some of these—that some of the property was insured?—A. I think some of them is insured.

Q. Does your inventory show whether or not any of the goods were insured?—A. None whatever.

Q. Why is that?—A. No, sir.

Q. I thought you said some might be?—A. No, sir.

Q. About how many—how many of these claims were canceled?

Mr. BALLOU (to Mr. Andrade). I will ask you to ask the vice-consul.

Mr. ANDRADE (to the witness). How many of these claims were canceled—withdrawn?

A. I can't tell the exact amount; I don't think it was more than 20.

Q. You are positive about none of these personal effects being insured?—A. No, sir; I don't remember.

Q. And as to the merchandise, you do not pretend to say anything about that. Do you know whether or not any of them were insured?—

A. As I say, some of them.

Q. Does your inventory show whether or not there was any insurance?—A. No, sir; they are not insured.

Q. How do you know that?—A. Now, we are speaking of personal effects, not of merchandise; you are speaking of personal effects.

Q. As to the merchandise, you don't know whether any of that was insured, do you?—A. I can't say; some of them is insured, but I can not tell you at present which was insured.

Q. When you found that the claimant was a merchant—

Mr. BALLOU. These inventories do not include the merchandise?

The WITNESS. No, sir; no merchandise at all; that is, personal property effects; that is, the personal effects.

The CHAIRMAN. Then, what you are bringing before the commission to-day is the claim entirely for the personal effects and not for merchandise?

Mr. BALLOU (to the witness). Mr. Saito—I intend to cover the whole amount—Mr. Saito has testified that the only thing that the consulate had to do with the merchandise was that the inventories were filed with the consulate, and after an examination by him, and there has been a good investigation of them; they had nothing to do with the fixing of the prices at the consulate.

The CHAIRMAN. And he is speaking of the personal effects?

Mr. BALLOU. Yes, sir.

The CHAIRMAN. Which he had the personal work and supervision of?

Mr. BALLOU. Yes, sir.

Mr. ANDRADE (to the witness). Now, you have testified there were about 2,506 claims filed with you. Is that originally, or is it as the number stands now?

A. It is almost the same. There were new claims which were not of the original claims, and after two or three months they produced another claim. These two claims are different and separate, but the same claim, but different numbers; the first claim and the second claim are this number, not exactly the number of the claim, but the number of claims.

Q. Why did they present the second claim; was the first not good enough?—A. No, sir. They explained, when they lost the property not included in this schedule, then they produced another claim.

Q. Then the first claim was not quite complete; is that the idea?—

A. Yes, sir; and when completed with the first and second they were complete; then the claim will be complete.

Q. They first filed one inventory and that was found to be incorrect, and then they filed a second one, which was more correct; is that the idea?—A. No, sir; that is quite different. When the first claim—that is, an unfortunate delay in the first claim—they omitted a portion of the property in this schedule; they make another claim, so that both are quite correct.

Redirect examination:

Mr. BAILLOU. Did you prepare a brief statement of the case?

A. Yes, sir.

Q. Does this statement cover practically all the ground gone over? (To the commission.) This is a statement prepared by Mr. Saito, and I ask leave to file it. I have already sent a copy to Mr. Andrade. (To the witness.) You say that you have directions from your home Government to proceed in this matter?—A. Yes, sir; from the Government.

Q. Have you any official correspondence that might be produced here?—A. No, sir.

Mr. PRATT. From whom did you receive the instructions?

A. From the Government.

Q. From what officer?—A. Minister of foreign affairs.

K. S. IMANISHI, called and sworn.

Mr. BALLOU. What is your business?

A. Well, I am manager of the Yokohama Bank of Savings.

Q. What is your position—what was your position in regard to any committee at the beginning of the plague here in Honolulu?—A. I don't remember the exact date, but it was from the fire; I don't remember the date exactly—that is, the date of the formation of the society; this society was formed before the fire of Shimamoto or after the fire of Shimamoto.

Q. Was that before or after the big fire?—A. Oh, yes.

Q. Which? Before or after?—A. It was before the big fire.

Q. Now, this committee was formed by whom?—A. Formed from the permanent Japanese in this city.

Q. And what was it—and you were president of that committee?—A. Yes, sir.

Q. What was the object of that committee?—A. First, the object in this city was to investigate the condition of things in Chinatown and for food, but I didn't supply it.

Q. A relief society?—A. Yes, sir; but after the big fire in Chinatown our business was to begin to work among the sufferers and get a statement of their loss.

Q. Before that what warning had been given to you, the sufferers, before the big fire?—A. It was about the first part of January, by a bill posted by the Japanese consul, and subsequently the society informed the sufferers in Chinatown to make their statements on the blanks, and also to the merchants to make it out.

Q. At that time were there any negotiations pending between the merchants and the government?—A. There was, as you all know, three merchants' committees appointed—Mr. Keiser, Mr. Humbert, and Mr. Wakefield. These gentlemen came around to me and asked me if I would ask the Japanese merchants to surrender their goods in their possession at 66½ of the cost price. I think it was January 15. On that day I called a meeting of the society; I sent word to the Japanese merchants in Chinatown to make an inventory and to decide whether they would surrender for 66½ cents or not. They had a meeting in Chinatown and we had a meeting outside.

Now, finally it was decided by the society on the outside to ask the board of health to pay and we would accept the 66½ cents of the full cost price of their goods, and it was decided on the 19th of January.

The next morning the committee called upon Mr. Paul Newmann to file a petition before the board of health to appoint five appraisers, one from the Japanese and Chinese and three from the board of health, and this committee of five to appraise all the merchandise in Chinatown, and shall have full authority to accept 66½ cents of the cost.

Now, it was about 9 o'clock on the morning of January 20, left his office and we returned to our office; the fire was on top of the steeple of the Kanaka church; the wind was blowing hard, and after two or three hours Chinatown was struck by the big fire; consequently the business of the society was done evidently; but then after the fire was passed it took up the matter of making the inventory of the property lost and we moved slowly on that.

Q. It was your committee that sent into the detention camps?—A. Yes, sir. Well, about eight committees appeared in the society and three were specially appointed, elected, to investigate the loss, and five society committees were sent to the camps to get a statement. Now, I want to make a statement as to how these statements were made. As I told you gentlemen, the Japanese consulate posted a bill to each one to make out an inventory or statement. Subsequently we met and also advised to make them very particularly all of their possessions; that would avoid confusion. On the other side, the merchants' committee asked us to sell at 66½ cents of all the Japanese merchandise, and we acted especially for the Japanese merchants, and we advised them to be particular in making out the bill, the inventory of their goods.

Most of the sufferers of January 20 by the fire—they took that inventory and memorandum to the camp, and from the memorandum the inventory was made of the items lost, and that list was brought to the society and these copies were made.

Q. And these [showing], are these samples of the list that was made?—A. Yes, sir; the original receipts.

Q. At the time they were made in the detention camps?—A. They were made in Japanese.

Q. Were they signed by the claimant?—A. Yes, sir.

Q. At the time they were made in the detention camps?—A. Yes, sir.

Q. Each one signed it?—A. Yes, sir.

Q. Signed like that?—A. That is a copy from the original receipt—the original receipt.

The CHAIRMAN. Do I understand that is not the original?

Mr. BALLOU. No, sir.

Q. (To the witness.) When your agents went into the detention camps did they take the blanks with them?—A. Sometimes, to some camps. Other camps they got the original papers in Japanese.

Q. You mean by that that the paper that was made out in the detention camp—made out by the sufferers before the fire and taken to the detention camp?—A. Yes, sir; before the fire.

Q. And taken to the detention camp?—A. Yes, sir.

Q. And from some camps you collected those slips?—A. Yes, sir.

Q. And were those copied by the committees?—A. The committees—mostly done by the committees. The committee were elected specially for that purpose.

Q. Who was on the committee that received any of those original slips in Japanese and put them on these blanks?—A. Well, Mr. Kob

yashi, Mr. K. Himan, Mr. Y. Takakuaa, and Mr. Tanaka; he was the head of the committee and two to assist, besides.

Q. Do you know whether as a matter of fact, what camp was it made by the committee and retained in the camp?—A. Well, the drill shed.

Q. That was the camp where these were made up and signed by the sufferer?—A. Yes, sir; and Kakaako and Kalihi.

Q. You simply took out the original slips to the claimants?—A. Yes, sir.

Q. And actually wrote those out and took them back?—A. Yes, sir.

Q. Do you know whether the reductions were made at that time on the original slips, and were they filed by the claimants?—A. Well, I was informed by this committee that they made the reduction.

Q. Before even these first Japanese claims were made out?—A. Yes, sir.

Q. Now, after these claims were made out in this shape, what was done with them by the committee?—A. Oh, yes, the terms were made on that basis clear through the case in the Japanese consulate; that is, on March 7.

Q. What further did your committee have to do with the merchandise claim?—A. Well, about the merchandise, we took from each merchant an inventory which they made, and when the committee—the merchants' committee—proposed to buy their goods, from that day we made original receipts, original copies of their loss; it wasn't transferred, the personal effects were transferred on March 7—that transfer of the merchandise.

Q. Personal and merchandise claims were not turned over to the consulate on March 7 along with the personal property?—A. No, sir; the last claims were sent in on March 7, and the personal property numbered about 2,300.

Q. What was done with the merchandise claims?—A. We took from the inventory of the claimants; that was after the big fire.

Q. Did you have anything to do with the appraising—appraising the value of the merchandise, the effects of several of those merchants?—

A. The value was mostly the committee, the investigating committee.

Q. Which committee?—A. The balance of the committee.

Q. Of the Japanese society?—A. Yes, sir.

Q. They investigated the values of the merchants' claims?—A. Yes, sir.

Q. Who comprised that committee? Who were the men that had anything to do with it, with the examination of the price on the merchandise, the value put on the merchandise?—A. Mostly done by the gentlemen whose names I just gave you.

Mr. PRATT. Who valued the personal effects?

Mr. BALLOU. Who first put a valuation on the personal effects?

A. Well, that was done by the eight committees.

Q. At the time the claims were made out this way in the drill-shed camp and the original list came in from the other camps, had the claimants put the valuation on them?—A. Yes, sir.

Q. They had?—A. Yes, sir.

Q. They had put their valuation on them?—A. Yes, sir.

Q. So that anything that the committee did was in way of revision?—A. Yes, sir.

Q. And what committee was intrusted with the revision of the per-

sonal effects claims?—A. I was informed by the committee, when I went to ask these three gentlemen about the particulars of the valuation and the inventories. This Japanese society handled any one of these things and other things; there were a great many things attended to.

Q. So that you did not have any personal knowledge; you were simply general manager of the society?—A. Yes, sir.

Q. When was the present committee of thirty organized?—A. I was out of it—out of town at that time. I left here on January 29th of this year, and went to Hawaii, and I remained in Hawaii about one month.

Q. And then it was this year that the committee of thirty was organized?—A. Yes, sir.

Q. Now, why was it necessary to form that new committee of thirty?—A. Well, that first committee were elected mostly of those that lived outside of the quarantine. The direct sufferers couldn't come out and attend to the meeting.

Q. And your society was formed of people outside?—A. Yes, sir.

Q. The present committee of thirty was composed of the sufferers themselves?—A. Yes, sir; the sufferers themselves.

Cross-examination.

Mr. ANDRADE. Are you a Japanese official in this country in any way. Do you represent the Japanese Government in any particular way?

A. No, sir.

Q. What is the distinction between the Japanese society and the committee of thirty. Are they distinct bodies, or is one a part of the other?—A. Well, just as I told you, the difference is, the first society was formed solely of those outside of the quarantine, and the present committee is formed from the sufferers themselves.

Q. That is the late committee of thirty?—A. Yes, sir.

Q. Now, you have testified that some of these claims were drawn up right in the camp where the sufferers were—that is, the detention camps—and others were copied from slips of paper, which was drawn up by the claimants themselves in their respective camps?—A. Not in the camp; they made the memorandum and then we made the inventory. They made such memorandums when they were in Chinatown, and particularly each one; consequently they were made, the memorandums before they left Chinatown.

Q. And those memorandums are what you made the inventory from. Is that the idea?—A. Yes, sir.

Q. Some of these claimants, they lost all of their belongings, did they not?—A. Well, about that, particularly, I have to refer to a special committee of three.

Q. Have you any knowledge of the ascertainment of the price of the different articles that they claim to have lost in the fire?—A. I was informed by the committee that investigated that they had investigated as far as possible the individual interest and where they got it. Where the claimant put down \$5 the committee asked them whether they bought it at the time of the big fire, or whether they got it before, or how long they had it, and in that way they made an estimate.

Q. These committees, were they entirely uninterested parties?—A. Yes, sir; outside parties.

Q. Then they made an allowance for reasonable wear and tear. Is that the idea?—A. Yes, sir.

Q. Did they take into consideration the deterioration of the goods that were in the store any length of time?—A. You mean personal property or merchandise?

Q. Merchandise.—A. Well, about the merchandise, they made inventories while they were in Chinatown because of the three committees' proposition to pay 66½ cents.

Q. Do you know by what authority that such a proposition was made?—A. Well, that I can not tell—it was from the other side—simply that is what I was informed by the three merchants' committees. They arranged to make that pay 66½ cents.

Q. Do you know whether or not all of the claimants appeared personally before any of these committees selected for the adjustment?—

A. They were investigated by the committee, and if the committee thought that the claim was not right or original—the committee claimed to investigate for the regular society—it was partly discussed with the committee whether or not this amount—that the amount could be based on these articles which they claimed to have lost.

A. Yes, sir; they had nothing to do with the sufferers; no connection whatever.

Mr. BALLOU. Everyone brought before the consulate and signed this and got a receipt; they didn't appear before this committee.

The CHAIRMAN. The question is—never mind whether or not the consul was satisfied—all of these people were living here at the time and they appeared before the consul as individuals?

Mr. ANDRADE. Not to fix the value of the goods?

The CHAIRMAN. Whether they presented themselves in person before the consulate; otherwise they may have been in doubt.

Mr. ANDRADE. Do you know whether or not any of the goods contained in these inventories were afterwards returned to their respective owners?

A. I don't think the inventories were returned to them.

Q. In the case of the merchants or otherwise?—A. Well, some of them got something from the Aala warehouse and some from the Government warehouse on Beretania street; I don't know where.

Q. Do those inventories show that?—A. Yes, sir; oh, yes.

Q. During this investigation, do you know whether or not a great many of these inventories were interlines to such an extent that they were entirely thrown out?—A. I believe so; that some of them were entirely thrown out because they were not reasonable at all.

Q. Were they for merchandise or personal effects?—A. Both; personal effects and for merchandise. They made inventories at the time, and they made particular new inventories at the time, and all merchandise was certified over to the merchant committee, and then they will have to see the inventory, and they can put down anything they didn't have down; they can put down what they had.

Q. Now, had any of these committees any other evidence by which they could have drawn up these inventories other than the simple evidence given them by the claimants?—A. Yes, sir. Well, the committee had, for instance, the evidence; if any claimant said he was in a Japanese lodging house, then the owner of the lodging house was asked whether he had such things or not.

Q. And in so doing did you get very much information?—A. I suppose so; I can't answer that.

Q. And that was the only evidence that the committee had to assist them in ascertaining the number of articles which was contained in these inventories and the statement of the claimants?—A. Yes, sir.

The CHAIRMAN. When ascertaining the amount of merchandise belonging to these various claimants, were invoices or bills, or any thing of that sort, produced to verify in any way the statement that they made?

A. Well, mostly all of those things were burned up in the big fire and the most of the inventories were taken with them out to the camp which were made just before the big fire.

Mr. BALLOU. And they made those inventories for the purpose and with the idea that they would sell the goods to the government at that time, and when the government would have an opportunity to investigate, and therefore they could not be fraudulent?

A. The fire destroyed all the evidence. At the time that they made these inventories it was expected that the government would come—

Mr. ANDRADE. They made them upon the information that they got from the merchants' committee?

A. Yes, sir; the inventories which were made at that time the merchants' committee had proposed to buy at 66½ cents; they compared then the invoice—it was just before the big fire—and they had all gone over their goods and made an inventory of their goods and accounts of their goods.

Q. And they made—these inventories were made by them?—A. Yes, sir.

Q. Where are those inventories?—A. They have them themselves.

Q. Have they ever been before any of these various Japanese committees?—A. I think they have passed the investigation; they are original inventories.

Q. Why are those not with the committee, whilst the copies are?

A. They kept them, and on the 1st of November they gave them—

Q. And then those original inventories, as made by them, would be valuable to compare with these; that is, if they are called for?—A. Yes, sir.

Q. In some of these statements here it says canceled the person's effects—it doesn't say for what reason. For what reason were they canceled; for instance, a silk kumora, why was that canceled?—A. Because the consul didn't think he had it; that I can't tell.

Q. It was done by the consulate?—A. I can't exactly say when I give you the dates when the inventory was made.

Q. As a rule, all of these claimants, or the majority of these claimants, have you made them any allowance at the bank?—A. No, sir.

Q. It is not a class of people; the claimants are not a class of people that the Yokohama bank would loan money to?—A. No, sir; we do not loan money on claims. The money is sent out to Yokohama. We use the money to buy exchange on China and London and New York.

Mr. ANDRADE. Now, in preparing the claims of merchants in regard to merchandise, did the committee take into consideration whether or not some of those items were cash?—A. Well, about that I have to refer to Mr. Kobayashi. I wasn't informed whether they investigated or not.

Q. You don't know?—A. No, sir.

T. KOBAYASHI, called and sworn.

Mr. BALLOU. Mr. Kobayashi, Mr. Imashi has informed us that you were on the special committee.—A. Yes, sir.

Q. And that is a committee for the collection of these claims?—A. Yes, sir.

Q. Who were the men that went into the detention camps afterwards?—A. It was appointed as a committee, and that committee appointed a subcommittee; sometimes I have been at the detention camps, but the most of the times the subcommittee went down there and took those memorandums.

Q. Who were on those subcommittees?—A. Dr. Kamaski and Mr. Ono, Mr. Sago and Mr. Segi.

Q. What district did you go into yourself?—A. To Kakaako.

Q. And did you take those blanks in with you?—A. No, sir.

Q. What did you do in Kakaako detention camp?—A. I had down there one slip of paper I have given to other persons; there was not any paper in there to make a memorandum on.

Q. And did you find in there any who were already prepared with the memorandum?—A. Yes; some already had the paper.

Q. Some of them had not?—A. And some had not.

Q. Those that did have the papers ready—what did you do?—A. Well, of course, when I had been there some time some wanted to make a list of his personal effects and some had no paper; those that had any paper I advised them to make a list of their goods.

Q. And what was done with those memorandums?—A. After I gave them the paper I left, I have been there the next day, or two days after, to collect the memorandums.

Q. To collect them?—A. Yes, sir.

Q. And at that time you collected some memorandums that the men had brought in from Chinatown with them?—A. Yes, sir; and some that had already been made out on paper.

Q. Which you furnished them two days before?—A. Yes, sir.

Q. And what did you do with those memorandums?—A. I brought them back to my office.

Q. Where was the committee's office at that time?—A. I had an office in the Orpheum building. We had removed our office to the parsonage of the Baptist Church on Fort street.

Q. And then how were these slips in Japanese made up?—A. Each one?

Q. One like that [showing]?—A. That is the size.

Q. From those slips that you collected?—A. Yes, sir; we took a copy from them.

Q. How was it with reference to the drill-shed camp?—A. They were different. We sent those forms of blanks by a person living inside, and they selected other parties to write the Japanese.

Q. And they wrote the Japanese words to make up their blank?—A. Yes, sir.

Q. Now, from those slips that you brought out from Kakaako on to these Japanese blanks, were there any claims rejected or reductions made?—A. Yes, sir; when we wrote out these slips of paper, the memorandum, and when we took the copy there we put it into the form of a statement; in some cases we find that is not so correct.

Q. Why did you know that it was not correct—how did you know it?—A. I know things. There was a few of those cases, probably only one case; I thought her husband's occupation—I knew her husband's occupation——

Q. Was what?—A. One woman, a widow, whose husband died—when her husband died I heard his condition wasn't so good, and still when his widow made the claim, I just took notice I seen backed as her memorandum, that I was handed to investigate, whether it was true, and I directly told her of my own knowledge, I believe you have not got so much money and goods as what you describe.

Q. Was that claim cut down?—A. Yes, sir.

Q. How many were there of those?—A. Only a few. When we got through and made up the statement, I wrote down very carefully: they were drawn up very carefully; I tried to avoid dishonest statements if possible.

Q. At that time these claims were not signed by these claimants at all?—A. No, sir.

Q. They were made up at the time?—A. Yes, sir.

Q. And the claimants were in the detention camp?—A. Yes, sir.

Q. Do you know when they were sent?—A. After that we transferred them to the Japanese consulate.

Q. Now, did the claimants fix the value of their personal effects?—A. Yes, sir; and the Japanese United Society—Mr. Imamiashi was the president of the society—every person in the quarantined district. I remember one house, after two or three hours' notice the fire department went there and burned it. I believe they had no time to take an inventory of their goods; but, as I say, I desired telling everyone to make an inventory, a memorandum, a bill of what they had, and when we sent out orders the committees went down to the detention camps and told them that they must put down everything. For instance, they made up one shoe \$3, but after one year or two years the valuation must be down.

Q. Now, did you look over the valuations so as to put them in the blanks?—A. Yes, sir.

Q. Make any reduction?—A. Well, in very few places.

Q. Then what was done with these blanks finally?—A. They were transferred to the Japanese consulate.

Q. On the 7th of March?—A. Yes, sir.

Q. Now, what did your committee have to do with the merchandise, the merchants' accounts?—A. Well, the merchants they made their own memorandum or list of goods, we looked over them and those blanks were turned over to the Japanese consul's hands. We didn't send the statement of personal effects, because the merchandise statement is very long and the merchants every week said we will make up a statement, a proper statement right in English, if it is necessary, do it in typewriting and they will hand it in to the Japanese consulate, showing the nature and amount of their accounts, showing that they just simply made up the statement of the total amount of their merchandise.

Q. At the time that you transferred the personal-property schedules to the consulate, did you know how many were transferred?—A. I know that twenty-three hundred.

Q. And were those all that you had in your hands?—A. Yes, sir.

Q. Did you afterwards make up any more?—A. Yes, sir; one or two from farther parts.

Q. Did you have anything to do with the final valuation of the merchandise?—A. No, sir; I did not make up the valuation myself.

Q. Who did make it up?—A. The merchants themselves.

Q. Did you look it over?—A. Yes, sir; I looked it over.

Q. Did you revise it at all?—A. No, sir; I didn't make any difference.

Q. No revisions?—A. No, sir.

Q. When you speak of the merchants, you mean the claimants themselves?—A. Yes, sir.

Mr. BALLOU. How many of the Japanese merchants' claims are there?

A. I don't know; I don't remember.

Q. How many of these are assigned over to Mr. Ozaki?—A. I don't know.

Q. When, with reference to their being transferred over to the Japanese consulate?—A. At that time Mr. Ozaki was not interested in the claims in the committee.

Cross-examination:

Mr. ANDRADE. You have testified that you took those blanks, pieces of paper, to the detention camps and there had made a list of the property lost by the claimants?

A. Yes, sir.

Q. That is the idea?—A. Yes, sir.

Q. Did you have anything else to go by but the bare word of those claimants?—A. Exactly.

Q. And you do not know whether or not they are interlined?—A. What is that?

Q. You don't know whether they claimed more than they really had or not?—A. No, sir; we did not know. Beforehand we advised them to make up a list of things claimed.

Q. Do you know whether or not they made up this memorandum?—A. Of course I do not.

Q. Did you not have a great many Japanese just simply tell you what they had, and that they had no memorandum? Isn't that so?—

A. Yes, sir; some had no paper. That is why they didn't make up their memorandum. Sometimes the man's memory is a little defective.

Q. Now, you simply had their word for what they had lost?—A. Yes, sir.

Q. And while you were on the committee did you frequently—

A. At this point, I might say, his memory is very fresh—fresh before the big fire of the 20th. I don't remember how long before, but anyway, as I said just a few moments ago, our society advised them, every person in the quarantine station, to make up an inventory of the goods, because any time that the government gives notice, then the parties can prove up their case.

Q. But, as a matter of fact, you got a great many inventories just from what the Japanese claimants would tell you. Is that not so?—

A. Yes, sir.

Q. Now, did you serve personally on any of these committees that passed upon these inventories?—A. We looked them up.

Q. Now, if a man came in with a claim that looked to you reasonable, you passed upon it?—A. Yes, sir.

Q. Were any of them enlarged?—A. When we saw anything we looked it up carefully, and if it was reasonable we passed it.

Q. What did you look up?—A. His own papers, memorandum, which he wrote down on his slip of paper. After we got it we wrote down ours. In a very few cases they didn't have it. They had lost their memorandums. There was a very few persons that came and told us how many or what the goods were.

Q. They came to you?—A. Yes, sir; a very few.

Q. Well, on the other hand, you did have a great many at the detention camp?—A. Yes, sir; in the detention camp they haven't any paper; we supplied the paper.

Q. You had nothing else to go by but their say so?—A. Yes, sir.

Q. Now, as to these inventories for merchandise, could you testify that those were correct inventories?—A. I think so.

Q. How?—A. Because I have looked them over very thoroughly; some the price is different and some the amounts are different, and at that time we thought there are many merchants. There are some merchants import goods directly from Japan, and some merchants never import goods from Japan, but them wholesale from Ozaki, so that we could put down the real price; that must be different; and also many of the importers are small importers and some importers are large importers; then he would buy his goods in large quantities at one time and some one else a very few in comparison, a few goods in Japan, so the price must be different.

Q. Now, we take, for instance, the man that imports a large quantity of goods from Japan.—A. Yes, sir.

Q. And he presented you with an inventory?—A. Yes, sir.

Q. Now, how do you know whether that was a true statement of the goods contained in his store or warehouse at that time?—A. Well, of course, that I can't say.

Q. You don't know?—A. No, sir; I trust him.

Q. You simply have to trust to him?—A. Yes, sir.

Q. And you do not know whether his inventory is true or not; you have to take his word for it?—A. That is very difficult to say.

Q. Now, as a matter of fact, did you not simply take their statement as true?—A. Yes, sir.

Q. Did you make any examination of the books of any concern?—A. No, sir.

Q. Did you examine the invoices?—A. No, sir.

Q. Did you examine the stock books?—A. No, sir.

Q. As a matter of fact, you took the bare and simple statement as he presented it to you as a true inventory, and that is what you had to go by?—A. Yes, sir; but the bills I looked over.

Q. Now, did you fix the values?—A. As I said before, of course some one has. I don't know the values myself.

Q. Who did that?—A. It is drawn out themselves and he presents to us.

Q. Take, for instance, a large importer of goods. How do you get at his valuation—the market price here or the market price in Japan?—A. Well, I acknowledge that he made up the values.

Q. That is the case?—A. Yes, sir.

Q. In Japan or here?—A. Landed here.

Q. But their shoes, etc.?—A. That is an expense, and, of course, very expensive, too.

Q. Did your committee make any deduction for goods that had been in the warehouse and stores for any length of time?—A. No, sir.

Q. Why not?—A. Well, they presented these inventories, and we knew, and we agreed that these is just the goods that they lost by the fire. Of course, if I found in some cases they were not there they were deducted from the statement, and he didn't make any claim for them.

Q. As a matter of fact, you didn't know whether the things or goods were kept in the store or warehouse for three, or four, or five years, or any length of time?—A. No, sir.

Q. You got the impression that the goods were all fresh goods?—A. I didn't think that of some of the goods—the groceries. They are not all fresh; there might be some of them old.

Q. But the majority of these claims are for other merchandise than groceries, clothing, and dry goods?—A. There are other things; I think there is. Dry goods are not always new, because some merchants import a great number of silks from Japan, and they keep some of them a year and a year and a half.

Q. But some merchants import a great many different articles which are perishable, don't they?—A. Yes, sir; like provisions.

Q. So you did not go into it deep enough to ascertain how long any of the perishable stuff might have been in the warehouse or the store, did you?—A. No, sir.

Q. Now, I want to ask you a few questions. We will just take up this claim No. 180; it belongs to T. Kanashi. Your inventory shows that he is a contractor. Is it ordinary for the Japanese to have one piece of silk crape, 4 yards, valued at \$20?—A. Yes, sir; some.

Q. A Japanese in ordinary circumstances?—A. Yes, sir; that is not ordinary.

Q. He is above the ordinary Japanese that has silk crape, 4 yards, valued at \$20?—A. Yes, sir.

Q. Is it ordinary for Japanese in ordinary circumstances to have a kimona?—A. Japanese from Japan have kimonas of silk.

Q. Here is an inventory that claims—three, four, five, six, seven, eight—one at \$18. Is it ordinary for a Japanese to have a kimona for \$18? Is that so in ordinary circumstances?—A. It is above the ordinary.

Q. He must be above the ordinary circumstances?—A. Eighteen dollars for a kimona?

Q. Yes, sir.—A. Eighteen dollars is not such a big amount for a silk kimona.

Q. Would you tell the court what obayskuchi is?—A. That is a very valuable silk.

Q. What is it used for?—A. For wear.

Q. For men and women?—A. Yes, sir.

Q. That is also \$20?—A. That is cheap for that quality.

Q. Now, here is a man only a contractor?—A. Yes, sir.

Q. Do you know what committee had charge of this one claim?—A. I don't know; I don't remember who drew up this statement.

The CHAIRMAN. What is your occupation?—A. I was interested in the immigration company.

Q. And now?—A. In the same business.

Q. Are you interested in any of the Japanese business?—A. I was manager of Ozaki's dry goods business—his store—about six or seven years; I severed my connection with Mr. Ozaki last year, in December.

Mr. ANDRADE. In examining these inventories did you look up the question of insurance, to see whether these stores or warehouses were insured?—A. You mean by that personally?

Q. Merchandise and personal effects.—A. Yes, sir; some in regard to the merchants; some of them were asked whether or not they were insured, but not all.

Q. Then you do not know, as a matter of fact, whether or not any of the merchants was insured, do you?—A. No, sir.

Q. Then you simply took the statement of the inventories as they were presented to you, and that was about all, wasn't it?—A. Yes, sir.

Q. The question of insurance you didn't go into at all?—A. No, sir.

Q. And you do not know whether there was any insurance paid at all or not?—A. No, sir.

Mr. PRATT. You were asking more particularly in regard to the personal goods and not in regard to the merchandise; you left that to the storekeepers?

A. Yes, sir.

The CHAIRMAN. You did not appraise the merchandise yourself?

A. No, sir.

Q. In these claims your committee didn't appraise any of them? You didn't appraise the value there at all? You simply accepted the statement of those goods that they had on hand, and those goods were worth so much?—A. Yes, sir; that is the statement as it was presented.

Q. Did you look over them?—A. Yes, sir; of course we looked over the valuation, and if we thought that the value wasn't so much we would call the person and ask him whether it was all right or a mistake.

Q. And you made this statement? Did you get that from the statement of the claimant himself? There was no other proof of his having the amount of goods as represented in the case?—A. No, sir.

Q. There was no way of checking it at all?—A. No, sir.

Q. But from the statement of the claimant himself?—A. Yes, sir.

The further hearing of this matter is continued until 1.30 p. m. this day, June 6, 1901.

JUNE 6, 1901.

AFTERNOON SESSION.

Mr. BALLOU. If this commission were bound by the rules of evidence, the testimony that was taken this morning would be incompetent. It is simply the statement of third persons as to what claimants told them, and in a court of law it would not be evidence at all. I didn't feel called upon to object to it. I suppose there will be some million and a half dollars to be divided up among these claimants, and I understand that the government wants to see that it shall be divided as fairly as it is possible.

The CHAIRMAN. I will explain that, Mr. Ballou. The letting of this testimony in as evidence or anything that is not evidence that is let in in all classes of cases, but it is with a view of letting it before the commission such investigations as have been made contemplating a negotiation for such a compromise of these claims as may meet the approbation of the commissions and the government.

Mr. BALLOU. In that point of view I don't object to it at all, but as evidence under the law it is hearsay, and I think we all agree in regard to that.

The CHAIRMAN. I think it is to go in for that purpose, and we want it understood that it goes in for that purpose.

Mr. BALLOU. That is what it is offered for at this time.

The CHAIRMAN. And is to be used for no other purpose, and if it is to be I certainly object to it.

Mr. BALLOU. As I have said to the commission and to the attorney-general, it is to show the investigations that have been made of these claimants, and also it is to be used in the settlement of the smaller claims that the government—it is offered only for the purpose of showing the general plans; that is all it is offered for at this time, and I trust that I shan't have to offer it again; that I will have better evidence in the other cases than this. I will have the claimants themselves; if I haven't them here that question can be determined when it arises.

The COMMISSION. Whether it is in evidence at all?

A. Whether it is in evidence at all, I shall certainly endeavor to get better evidence. There might be a claimant that is not a Japanese I might reach on one of the small claims would be sufficient; it is time to consider it when it arises.

It is doubtful for this purpose. There is a certain deduction, which the mind always makes, which is entirely outside of evidence, competent or incompetent, and one of the deductions in a case of this kind is that the best lot of claimants—that is, the standing among them, most of them have a low standard—are laborers, etc. We have claims here put in the first instance that there will be fraud and illegal claims. Now, in so far as this testimony tends to rebut that inference in the minds of the commission in the case of the Japanese; in so far as they have failed to some degree, there has been some attempt to wipe out that inference of illegal claims, in so far as the Japanese are concerned; that is the evidence in all of the cases, and when I shall present the other cases here I shall have the direct testimony of the claimant and his oath and on cross-examination by the commissioners. That is all that I wish to offer at this time.

The CHAIRMAN. It is not a matter so much of evidence as it is the manner in which your evidence was produced. When each individual claim comes up—as I understand also from the words of the attorney-general and also counsel for the claimant, that it is the intention of both of them to give such information as possible to the commission as would enable them to adjudicate the claims, where there is an absence of direct testimony, and where there is an absence of data that would come in in the ordinary claim in court—I think that is the intention of the commission, and we understand that thoroughly, that both the government and the claimant are to throw as much light on the subject as is possible, so that the commission can arrive at a fair decision to all concerned.

Mr. BALLOU. That is, the court is not bound by the strict rules. There has been great suffering in this community, and it is the desire of the government to have this money distributed. Of course it can not be distributed with absolute fairness. It is impossible. But get at all of the truth and to have distributed as fairly as it can be.

T. TANAKA called and sworn.

Mr. BALLOU. What official position in the Japanese consulate do you hold?

A. I am vice-consul.

Q. The position of vice-consul?—A. Yes, sir.

Q. When did the consulate first take up the investigation of these Japanese claims?—A. All the claims?

Q. Yes, sir.—A. It was on the 7th of March, last year, we received these documents from the Japanese society.

Q. What documents do you refer to as having been received on the 7th of March?—A. It was only the Japanese originals.

Q. Of which this bill [showing] is a sample bill?—A. Yes, sir.

Q. These are the Japanese originals?—A. Yes, sir.

Q. They were received on the 7th of March from the committee?—A. Yes, sir.

Q. From the society?—A. Yes, sir.

Q. At that time were most of the claimants still in quarantine?—A. I think some of them were discharged.

Q. At the time those claims were turned over to the consulate, were they signed by the claimants, or not?—A. I saw them at that time. I don't think—I don't say they were signed at that time by the claimants.

Q. What steps did the consulate take on receiving those original Japanese claims?—A. I was instructed by my consulate to look them over and receive the statements.

Q. And what was the result of looking them over?—A. I found out many things at the time. One thing quite important was that their statement, almost every statement, by looking at the signature of every claimant in certain cases they were missing—there were missing items in regard to the occupation and the destruction and such things.

In some statements there were statements that they couldn't explain: there were, of course, items that I couldn't explain, because the claimants came from some places in Japan, and they used only the local dialect, and those statements and such things you have to follow it up.

Q. At the time these documents were turned over to you was there any list made of them?—A. Yes, sir; the list that I have received at the time.

Q. Summarizing these original claims as turned over, what are those dates at the top, the first line household packages, in the first column, and the next column cash, and the next column household furniture and utensils—and the next column?—A. Clothing.

Q. And the next column?—A. Jewelry of all kinds.

Q. And the last column?—A. Miscellaneous.

Q. Those correspond, do they not, to the heads of the English blank?—A. Yes, sir.

Q. They are the same heading here?—A. Yes, sir; all kinds of fixtures, cash, clothing, etc.

Mr. ANDRADE. Are these copies of each other?

A. No, sir—yes.

Mr. BALLOU. Consecutive; this is No. 1 to 888, and this begins 889 to 1776, and 1777 to the end?

A. Yes, sir; which is 2300.

Q. They were turned over to you, then?—A. Yes, sir.

Q. What is this?—A. This is the total receipts.

Q. And that is the list?—A. Yes, sir.

Q. And as detailed by you to the committee?—A. By the committee. I didn't calculate it at all at the time.

Q. This covers 63 pages, and these pages are a detail of this list?—A. Yes, sir.

Mr. PRATT. From the valuations indicated and the aggregate valuation extended?

A. I don't think that these two pages have been added up.

Q. What is the total of the first 36 pages?—A. Those are added in pencil that has been added, but not the total.

Mr. PRATT. What is the aggregate?

Mr. BALLOU. Of these 2,300 claims of personal property?

A. Four hundred and ninety-five thousand six hundred and ten dollars and ninety-seven cents.

Q. After those 2,300 claims came in were there a few claims that came in from the committee?—A. I understood at the time of that transfer that the Japanese society told us that there were some remaining claims in their hands, but I think that 2,300 is the round number to make it. After the 2,300 that left a few claims to be transferred, which we did from time to time.

Q. As they got them in shape they turned them over?—A. Yes, sir.

Q. What, then, was the first action that you took after looking over those blanks and finding that some of them lacked the signature and certain data, such as the occupation, and so forth?—A. It was the 7th of March that these documents were transferred; at that time I think the consulate informed several of the claimants to appear before him and make and verify it by their signature.

Q. Was that done?—A. It was commenced actually there, I think, on the 21st of March.

Q. On that day the claimants began to appear?—A. Yes, sir; and in the office; our office is small, but we had another office down town, and there I myself went and one of my colleagues went to supervise the work and make the investigation.

Q. Were the contents and the signatures of the various claimants as they now appear on those documents?—A. Yes, sir; the signature of the claimants, and here is the date that these signatures were made; that is written the 6th of April, and besides there is written the location, the present location, of the claimant, so as to make it easy in the future to address him.

Q. Now, as far as the personal property was concerned, have all the claims that have been prepared for filing been signed by the respective claimants?—A. Yes, sir.

Q. Are there any claims that you have received from the Japanese society which the claimants didn't come in afterwards and sign?—A. Yes, sir; we have a few still in the office; I don't know the exact number of those unsigned claims, but I believe it is more than 100.

Q. Are those to be filed here with the commissioners?—A. Unless they are signed in the immediate future; I think it is not proper to file them with the commission.

Q. And they never have been included in the tabulated statement that you had made up?—A. No, sir; we didn't translate them.

Q. You didn't translate them into English?—A. No, sir.

Q. At the time when the claimant came in and signed these claims, were the claimants given any paper?—A. I have a receipt for their claim.

Q. How many books of that size did it fill?—A. Well, there are 27 in all.

Q. And which you have brought into court, what numbers are these—what number of the book?—A. It is 1 to 27, that is the first one, the last one.

Q. And this [showing a portion of 27] represents the receipts that were given to the other claimants?—A. Yes, sir; filling up the blanks, of course.

Q. There is the form of the receipt book and here is the stub?—A. No. 1 and the entire 27 books.

Q. And the receipt for each one of those stubs was given to the claimant?—A. Yes, sir.

Mr. BALLOU (to the commission). We will have the receipts and the stubs and will introduce them in a few minutes. We have a few of the receipts and the stubs.

Q. (To the witness.) At the time the claimants came in to sign these claims was any investigation made of the genuineness of the claim?—

A. Yes, sir; so far as it was not apparently unreasonable then I issued a receipt for them.

Q. What was done in such cases?—A. In such cases I ordered the claimant to file it over again, a genuine and faithful claim.

Q. To what extent were the reductions made up to this time?—A. I can't tell exactly the amount of it; as I told you just now, we didn't give the receipt for the claims which we didn't admit.

Q. So that the original claim was returned to the claimant?—A. Yes, sir.

Q. And they kept it?—A. We were in possession of the original claim and they just filed a new claim, and after looking over, if it was reasonable, then we issued a receipt; if it was not reasonable, we returned it and issued no receipt to them.

Q. Then the sum total of those receipts in those books represent the reduction of the claims as turned over to you by the society?—A. That is my recollection.

Q. Can you tell us the total of the receipts as shown by your books and the stubs?—A. So far as the personal claims are concerned it is over 600. I don't know the exact number of the total receipts.

Q. And they show a reduction made by the return, but not by the society?

Mr. BALLOU. Yes; a still further reduction is shown by the receipt.

Q. (To the witness.) At the time the receipts were issued—after the receipts were issued to the claimants, what was done with the claim then?—A. I won't state. It was translated into English on the other side. We have subjected each claim to our inspection and examination.

Q. And are these English blanks samples of the claims as they were translated into English?—A. Yes, sir.

Q. After the receipts were issued?—A. Yes, sir; after the receipts were issued.

Mr. PRATT. Are these the originals for which the receipts were issued?

A. Yes, sir; these are an exact copy of them.

Q. What was then done with those claims; what months were the most of the receipts issued in?—A. Of course they continued from the 21st of March until a very recent date, because, as I just told you, there are still unsigned claims, and I have those claims in the order they came; that the claimants came up to me, and when they are signed we issue a receipt just exactly as we did at first; but this work was done mostly from the 21st of March until, I believe, about the 20th of April—that is, one month.

Q. Then the great majority of these were issued the first month.—
A. Yes, sir; in April and March.

Q. What proportion of the claimants that came up to sign these were interrogated by you at that time and examined by you?—A. Almost every claimant was interrogated more or less.

Q. What was the next work that was done that was undertaken by the consulate in respect to these claims?—A. As I said, now we have examined every claim, whether there is any unfaithful or unreasonable claim or not.

Q. Examined every claim?—A. Yes, sir.

Q. When was that work begun?—A. I think it was about June, after the first court of claims was established.

Q. That is, at the time of the first court of claims the claims were all in as represented by these receipts that were issued?—A. No, sir; there was some receipts which were issued after the court of claims was established.

Q. It was after that court had fallen through that you began your investigation—the second investigation?—A. Yes, sir.

Q. How was that investigation conducted?—A. Mr. Saito, my consul, asked me to inspect every claim, and in case I found out any ambiguous or any item that was in doubt, and then I wrote it down in a memorandum; and I also assisted in his work, and those ambiguous or suspicious claims, we had some one appear for them and cross-examine in the investigation, and then we investigated in that way.

Q. What was done with the claims as a result of that?—A. Well, a great many claims were reduced, both in amount and in items.

Q. What was the reason for the reduction?—A. Well, after a minute examination of the claim we have found out in many cases there were statements which perhaps from the representations and misconstruction were not right and ought to be reduced, and other cases. After the first time and the second issue of the receipt there were claims that were quite extraordinary; anyway, I thought it was necessary to examine those claims, so the claims were ordered back.

Q. What was the treatment accorded by you to the cash claims?—A. When we examined them at first I asked to examine them as to how they were, and the result of the examination is written down on the original issue and somewhere, also, in the memorandum book. Until last year we didn't decide to open, rather to deal with the cash claims. Finally it was referred to this committee, of which Kobayashi was president, and we have decided to disregard the cash claims, notwithstanding their apparent faithfulness.

Q. What has been the final result of your dealings with the cash claims? How many big cash claims have you allowed?—A. Only one big cash claim, and there is no cash claim except that one which amounts to \$50 or more.

Q. What were the circumstances connected with allowing that one claim?—A. That is the only claim. The claimant is a hotel keeper on Nuuanu street. At the time of the fire she put the cash in a safe, and at the time of the fire she couldn't carry it away, and after the burning there were many witnesses, both Japanese and foreigners, who witnessed that safe. It only had cash and money. It was in such shape inside of the safe, and when it was opened the paper money was all in the same shape it was before it was burned. It was ashes, and when it was touched it was all gone.

Q. But it retained its shape?—A. Yes, sir; its original shape.

Q. What was the amount of the claim? Do you remember?—A. I think it was \$344; I don't know the amount exactly.

Q. And with the exception of that one claim there has been no cash claim allowed for over \$50?—A. No, sir.

Q. Does that involve many reductions?—A. Yes, sir.

Q. I will read the cash claims—some of the cash claims as turned over to you by the committee: No. 34, \$150; No. 80, \$50; No. 98, \$80; No. 107, \$50; No. 218, \$74; No. 247, \$185; No. 275, \$150; No. 318, \$150; No. 327, \$312.50; No. 333, \$250; No. 400, \$70; No. 425, \$135; No. 469, \$150. Now, every one of these were reduced to less than \$50?—A. Yes, sir; and many of them entirely withdrawn and canceled.

No. 608, \$75.50; No. 647, \$60; No. 714, \$68.75; No. 716, \$52; No. 790, \$157; No. 799, \$74; No. 800, \$68; No. 828, \$90; No. 859, \$87; No. 860, \$97.25; No. 884, \$340; No. 895, \$85; No. 904, \$75; No. 906, \$52; No. 908, \$65; No. 910, \$65; No. 912, \$82; No. 916, \$50; No. 948, \$75; No. 984, \$145. How were these papers selected as samples? Who selected them?—A. We selected them in part that day.

Q. It was in the consulate that these were selected and brought before the commission?—A. Yes, sir.

Q. These same claims finally—these were numbered at the time that the receipts were issued?—A. Yes, sir; in the order that the claimants came and signed.

Q. Will you look over this paper and show to the commissioners—take a sample and show to the commission, the style of reduction that was made?—A. I will say before this translation was made, the final translation, there were many reductions of the original contents to make out most of this issue, the English translation, that would make it very thorough, and I made again a translation; so just looking at this issue it can't be exact to show the reduction of the claims. The same thing happened that has already been testified to at the time of the signing of the original documents. They were like this, only this paper isn't so strong. To cancel it or to strike out, it would make the paper very dirty, so we just got another new sheet.

Q. Will you take out a few of these and state to the commission what was done? 813—what were those reductions?—A. That is taken back from the Aala warehouse; there wasn't in the original translation—

Q. 820 is a reduced claim?—A. Yes, sir; a reduced claim.

Q. That was the proprietor of a shooting gallery?—A. Yes, sir.

Q. Did he file a very big claim?—A. Yes, sir; he filed over a \$3,000 claim.

Q. Reduced to how much?—A. \$1,590.15.

Q. What is that?—A. That is a cash payment and reduction made by us.

Q. From what amount to what amount?—A. From \$80 to \$20.

Q. In each reduction of the claim, did the claimant assent to the reduction?—A. Some of them we have traced; we have examined them, but there is some we can not find.

Q. Do they know of these reductions?—A. If the claimant couldn't be found we have asked the assistance of the committee of thirty, who is in existence now to make the reduction, and if they on their decision made the reduction from their items.

Q. Here are certain reductions made from the original claim—it was

made, apparently. Now, has the claimant consented to that reduction?—

A. Yes, sir; so far as we can trace it.

Q. Have you traced them so that they have knowledge of the reduction?—A. Yes, sir; but there are some that we could not trace, those we have asked for the assistance of the committee of thirty.

Q. Are their claims in here?—A. Yes, sir.

Q. Some of them have not been brought before the consulate?—A. Yes, sir.

Q. Since the receipts were issued?—A. Yes, sir.

Q. Are they correct—the receipt issued by the consul and the claim would show the sum they are entitled to?—A. Yes, sir.

Q. Now, then, your proposition here is to introduce each claim so far as you can?

Mr. BALLOU. Yes, sir; and we will compare the receipt which will identify the claim that has been presented and has been approved by the commission, which is a duplicate of this. Now, at the time of the reduction they didn't know whether this reduction was made or not, some of the claimants; but now some of the claimants who assigned over—made an assignment—know their claim has been reduced by us and the committee.

Q. So they all assent to the reduction?—A. Yes, sir; we have made the reduction.

Q. Would you act arbitrarily in the matter, or advise them to do that?—A. Yes, sir.

Mr. BALLOU (to the witness). Claim 1833, what reduction was made on that?

A. Cash claim amounting to \$61.70 was entirely canceled.

The CHAIRMAN. Why did you cancel that entirely?

A. This, I think, was through the consent of the claimant himself.

Q. Then he admitted that he didn't have that, did he?—A. Perhaps he had it, but cash claims are very bad to prove, and from these statements he decided to disregard it entirely, all of these small amounts.

Q. And canceled in some cases; why did you reduce from eighty to twenty? Here are two cases; why did you throw those two out?—A. That depends upon the evidence, the statement; I think it seems to be the practice to leave small amounts, such as \$15 and \$20, small amount of cash.

Q. Claim 1853, \$80, disallowed?—A. Yes, sir.

Q. 1852—what are those items in that?—A. Taken back from the warehouse.

Q. Here is one, 1851, where there is no change in the inventory, but a money change in the valuation.—A. I think this was reduced by the consent of the claimant.

Q. But it is not reduced because of the return to him from the warehouse?—A. No, sir.

Q. Is there any distinguishing mark on it?—A. No, sir.

Q. The stamp canceled, does that always indicate the goods returned?—A. No, sir.

Q. It doesn't necessarily mean that those goods were returned?—A. No, sir.

Mr. BALLOU. It may mean that?

A. Yes, sir.

The CHAIRMAN. Well, as a rule, what does that mean? What is that canceled for?

A. Those are taken back from the warehouse.

Q. Well, there is nothing to distinguish whether it was taken back from the warehouse or whether it was the opinion of the committee that he didn't have it?—A. No, sir; we have a memorandum for these claimants, which was reduced, and by referring to that memorandum we can ascertain whether it was reduced by us or on account as to their being taken back from the warehouse.

Q. Have you a memorandum to show where the goods were returned from the warehouse?—A. Yes, sir; but I didn't bring it, because it is quite heavy.

Q. Claim 1860. I see here clothing, so many canceled. Do you know whether or not those were returned, or otherwise?—A. Yes, sir, those were returned from the warehouse.

Q. And a kit of carpenter's tools reduced from \$11.50 to \$3.75?—A. Yes, sir; because some of the tools were returned.

Q. No. 1864, what are those?—A. That is a reduction—that is, under the original translation was much bigger; and to make it clear we have made the reduction also.

Q. Is it possible to find that in the original?—A. I think so.

Q. Please do so. What was the size of the claim as it went in?—A. At first, when we issued the receipt, passed it, the total amount of the claim, \$946.70.

Q. And it was reduced on the first translation to what amount?—A. I can't tell you; that is the final reduction.

Q. From what to what?—A. From \$946.70 to \$713.

Q. When it was first reduced wasn't it reduced to \$895.95?—A. Yes, sir.

Q. And what is this memorandum on it?—A. That is the amount of the reduction.

Q. By the claimant or the committee?—A. I think the committee and the claimant; the claimant has consented to it.

Q. What is this red ink on the back of that, the pencil?—A. This is the reduction that was made by the assistance of the committee; one member of the committee went into an examination, and after the examination this reduction was made, so he has stated the whole proceeding.

Q. Stated on the back of it?—A. Yes, sir.

Q. In any of these cases have the claimants any pick or choice?—A. Yes, sir; in some cases they have such evidence.

Q. Very few are there?—A. The matter is this: At first when the goods were taken from Chinatown and stored at the warehouse the it was made from a certain block to a certain block in the orders; but that big fire on the 20th of January stopped that work, and there were many districts in which there were none stored in the warehouse.

Q. The fires where they were condemned at first, they were given time?—A. Yes, sir; to remove their goods in some cases, and in other places where the storing of goods was not done; those places—

Q. Take claim 1865. It is reduced how much?—A. Cash payment \$45 entirely canceled, and the items, a great many of the items, almost every item, is reduced more or less.

Q. What was the total reduction?—A. It was first \$785.25; it is now \$375.70.

Q. Did the original claimant object to the reduction in this case?—A. In some cases they objected; at first they objected.

Q. Have you got the original of 1865?—A. Yes, sir.

Q. What is the memorandum?—A. That this claimant wasn't found at Waialuka, on the island of Maui, and had gone away from there, and on the advice of the committee this claim was reduced to \$375.70 and signed by the chairman of the committee.

Q. In every case where a reduction was made in the absence of the claimant it was done by a formal resolution and noted on the back?—A. Yes, sir.

Q. And signed by the chairman of the committee?—A. Yes, sir.

Q. Were there many of those cases?—A. Yes, sir.

Q. Do you mean by a resolution of the committee?—A. Yes, sir.

Q. Does the consulate make any charge against these claimants in doing this work?—A. A monetary charge?

Q. Yes, sir.—A. No, sir. When we make an assignment any expense that may be incurred will be borne and at the time of payment of the claim it will be deducted.

Q. For this work?—A. Yes, sir.

Q. So far as this work is done by the consulate?—A. Yes, sir.

Q. Is there any charge made?—A. No, sir; we have not made any charge. There are 48 claims reduced by the resolution of the committee.

Q. That was only done in the case where the claimant couldn't be found at that time?—A. Yes, sir.

Q. Claim 1865. There is here a list of kimonas, \$119.50, belonging to a fisherman's wife. Is it customary for a fisherman's wife to have such an elaborate wardrobe as that?

Mr. BALLOU. It is changed to \$39.50.

Q. They put it in for \$119.50. How did they come to put it in at \$119.50?—A. It was 7 kimonas; there was smaller items, and just covered it in this way, and after translating it they cut it this way.

The CHAIRMAN. Now, the question is this, the one that I asked: Is it customary for a fisherman's wife to have a wardrobe such as represented by this inventory?

A. The wife of a man in that business it is uncommon, but it is not uncommon to other women; for instance, the singing girl, they have more garments than any other women.

Q. What is that?—A. The singing girl.

Q. But the committee cut that claim down from \$119 to \$39 and some cents?—A. Yes, sir.

Q. Was there any reduction before that—was there any reduction made in the original?—A. Yes, sir.

Q. Before it was translated?—A. After it was translated and the amount reduced.

Q. That amount was put in at first \$796.60, wasn't it?—A. \$758.55.

Q. And it was reduced about one-half, over one-half?—A. Yes, sir.

Q. Three hundred and seventy-five seventy?—A. Yes, sir.

Q. 1869 silver coin \$70, reduced down to how much?—A. Twenty-five.

Q. 1873; do you remember anything about that cash?—A. One hundred and fifty-eight—and after it was canceled.

Q. Why did you cancel that altogether?—A. Well, because we had decided that all big cash claims are apt to be fraudulent.

Q. Not satisfied by any proof outside?—A. So we have decided to disregard the cash claims even at the risk of sacrifice some; that was the reason and the discussion in the matter.

Q. Yet some you canceled entirely and some you left for \$20 and \$25?—A. It depends upon the proof that came before us.

Q. 1874; what was the reason of striking out the watches, silver and gold, \$95?—A. Although it is so, it is not so common, as we understood it, for a teamster to have such a valuable item, so we cut it down.

Q. Did your investigation cover all of the Japanese claims?—A. Yes, sir.

Q. There was another Japanese claim that passed besides this one through the scrutiny of the Japanese consulate?—A. I understand so.

Q. If there was any outside of the Japanese claim that showed a discrepancy would you have discarded them just the same?—A. Yes, sir. There was no other outside claims filed outside of this committee.

Q. But if they had been disposed to exaggerate as to the amount of money, you took into consideration a man's standing as well as his occupation?—A. Yes, sir; because we have taken care and we lowered the cash claims. It is a little different, because the standing of a man may not count; he may have money in his possession, and others may have a great deal of cash and pay it right out; he may have lost it just the same; but so far as clothing and such things it is different.

Q. If he has it to-day, so probably will he have a week from to-day?—A. Yes, sir.

Q. But as to cash, he may have it to-day but not to-morrow?—A. Yes, sir.

Q. If he has it in his possession to-day it doesn't follow that he has got it to-morrow?—A. No, sir; that is the reason.

Q. Claim 1885, teamster and worker claim, cash \$169. What was done with it?—A. I took this claim and I examined this claim. Of course he didn't, and he was not in the habit of putting his money in the bank; he kept it in a trunk at the time of the fire, and he couldn't carry it out. Mr. Kobayashi looked the claim over, and I agreed with Mr. Kobayashi that this claimant was really in the possession of so many dollars, because this was accumulated in the duration of three or four years and kept in the trunk, and still we have taken care to reduce it to \$50; that is the cash item which we have reduced.

Q. From \$169 to \$50?—A. Yes, sir.

Q. What is the name?—A. Kobu Toma.

Q. Is this the memorandum that you handed me, showing the total amount of claims at the time when those receipts were signed?—A. Yes, sir.

Q. Will you read the items?—A. The total amount of receipts, of claims originally filed for which receipts were issued, for individual personal effects, \$579,543.11; merchandise, \$147,225.08; Kahaluihi claims, \$21,256.37.

Q. What is that merchandise and personal?—A. There was a fire at Kahaluihi, including both merchandise and personal property.

Q. Are those claims here?—A. Yes, sir. They were all appraised in Kahaluihi; they were condemned and appraised by the government at Kahaluihi.

Q. These claims all appear before you?—A. Yes, sir; we have them in consulate; a member of the consulate took an inventory at Kahaluihi.

Q. Why are the Kahaluihi claims taken different from the others merchandise and personal effects all together?—A. There were only two Kahaluihi claims which were merchandise claims, so we didn't separate them; we can separate them at any time.

Q. How many Kahaluihi claims are there?—A. Sixty-one, I believe.

Q. How many merchants' claims in the Kahaluihi claims?—A. Twenty-eight of them; only 28 merchandise claims in Kahaluihi.

Q. And how many personal-effects claims in Honolulu?—A. Twenty-five hundred and twenty of them.

Q. The list which I will file is 2,583. Some of them are marked canceled, and others which were canceled were fresh claims. Does that include Kahaluihi?—A. No, sir.

Q. (To the witness.) Then the next item is claims in the hands of the consulate still under investigation?—A. Yes, sir; this is deferred claims which are on the buildings of all of this leased land.

Q. Assigned claims?—A. Yes, sir.

Q. Claims in the consulate are what?—A. Twenty-two hundred and past.

Q. How many of them?—A. Two or three of them.

Q. The grand total of those is how much?—A. \$750,454.56.

Q. So at the time of issuing the receipt you had, did you make some reduction in the original claim?—A. Yes, sir.

Mr. PRATT. Now, you reduced it to \$495,610?

Mr. BALLOU. These claims, the individual claims, \$493,610.

Q. Now, you say the reduction made down to what?—A. The individual claims—I had my memory refreshed this morning—\$493,445.71; merchandise, \$132,550. That is the estimate, the reason being that those will have to be further cut before filed. There is no merchandise claim filed except Shimamoto.

Q. These were all filed?—A. Yes, sir; we are preparing them.

Q. So they are all to be filed?—A. Yes, sir.

Q. The Kahaluihi claims, have they been cut down?—A. Yes; \$13,528.74. The claims still in the hands of the consulate remaining is 2,200, the total now \$641,704.45; the difference between those claims and the claims at the time that the receipts were issued is \$108,550, a reduction by what we call the second investigation.

Mr. PRATT. That is taking out the cash and everything?

Mr. BALLOU. Yes, sir; originally.

Q. What did you say the personal effects were two weeks ago?

Mr. BALLOU. According to the statement that was handed to me at that time—at the time the legislature was in session—the personal effects in Honolulu was \$492,829.31.

The COMMISSION. Then they have been raised instead of being reduced.

Mr. BALLOU. They are still in the hands of the consulate. A man came over from Japan and found his original claim in the hands of the consulate and signed and verified it. Still, there is Mr. Tanaka; he can state definitely about those.

Q. (To the witness.) You say that this work began in June, 1900, or thereabouts, after the first claims commission had lapsed. Now, how long did it continue?—A. Well, it continued until recently; I can not attempt to state that now.

Q. When was the present committee of thirty appointed?—A. It was formed on the 5th of February of this year.

Q. Did you do any work in connection with that committee of thirty, or did that committee of thirty do all the work on these claims after it was formed?—A. Yes, sir.

Q. In what respect?—A. They have claims in their hands of which

the claimants are still unfound or is dead. The claimants put in their own statement, and we don't believe they had any such claims, and we put them to one side with the expectation of making a reduction, now that the committee of thirty are established, and we have left all of those claims we don't think are quite right with the committee of thirty.

Q. Those were the claims that were suspicious and hadn't yet taken action on?—A. Yes, sir. There were claimants that could not be found at the time—couldn't be traced—and there are claimants who haven't come to us and answered, and still there was some items on which we can't agree.

Q. And the committee took up the investigation of those?—A. Yes, sir.

Q. Have you a memorandum of those claims turned over to the committee?—A. This is the memorandum.

Q. Well, does this memorandum have the claims subject to reduction with the assistance of the committee since its correction in both lists?—A. Yes, sir.

Q. This memorandum doesn't show all the claims that were reduced by you from the month of June until the month of February?—A. No, sir; there is quite as many.

Q. You haven't the list?—A. No, sir.

Q. But it does show the claims that were reduced since last February?—A. Yes, sir; since that time.

Mr. PRATT. This committee is made up from the sufferers of the fire?

A. Yes, sir; the committee is the sufferers.

Q. The first Japanese committee was formed outside of the quarantine district?—A. Yes, sir; and this committee is composed of the sufferers within the burnt district.

Q. Is there any instance where the claim has been increased by this committee of thirty; any such claim?—A. No, sir; none increased at all from the original claims. Some reduction—359, from 2,300 to 1,600; 492, from \$365 to \$93.

Q. And these claims that you referred to the committee for investigation, of all there were three or four left at their original figure by the committee?—A. Yes, sir.

Q. All the rest were reduced?—A. Yes, sir.

Q. Didn't you also have a list of claims that you referred to the committee, in a black book?—A. That is a copy.

The CHAIRMAN. I understood that was a copy of all the claims.

Mr. BALLOU. This shows the result.

Q. There was one claim—one or two claims—that you called my attention to particularly at the consulate; do you recall that?—A. Yes, sir; that one is 1535.

Q. When you referred it to the committee for investigation it was \$3,676.75?—A. Yes, sir.

Q. And reduced by the committee to \$425.75?—A. Yes, sir.

Q. What was that?—A. A claim of cash of over \$3,000.

Q. And they couldn't prove it?—A. No, sir.

Q. Is the claimant here?—A. He is here now, but at the time of the reduction he wasn't here and the committee passed the resolution.

Q. That was one of those reduced by resolution?—A. Yes, sir.

Q. Has he assented to it?—A. Yes, sir; I think so. If he doesn't consent, then it all has to pass through our hands——

Q. 1583—that was reduced to \$471.40. What was that, a cash reduction?—A. In many things, in cash.

Q. What does this list show?—A. This list was made, I think, some time last August, just for the sake of reference.

Q. So it will show the cancellations and reductions made since last August?—A. Yes, sir. That is a fair sample of the claims reduced since last August.

Mr. PRATT. Has the committee of thirty had anything to do with those reductions?

A. These 200 claims, they were left with the committee; but we have many reductions.

Mr. BALLOU. Of these 200 claims made by the committee, are they copied on to this list?

A. No, sir; a new list.

Q. This shows the reduction made by you?—A. Yes, sir; between August and the time of turning the claims over to the committee of thirty.

Q. That is, between the turning over to the committee and August?—A. No, sir. To make a new list I have had no new forms; I have got it here; this was made some time about the first part of November of last year.

Q. This list that was turned over to you by the committee of 2,300 claims we will call "Exhibit A;" that consists of 63 pages of detail. I would like to complete a summary of that list, and we will call it "Exhibit B." This we will mark as "Exhibit C," the list that was made by the witness about August showing the change made between August and February of this year.—A. No, sir; not February; November of last year, not this new list.

Q. Between August and November of last year?—A. Yes, sir.

Q. I notice here claims canceled—2, 3, 6, and 16. Why were those canceled?—A. The goods were received back from the warehouse.

Mr. PRATT. Were all of these goods at the warehouse?

A. Yes, sir.

Q. Did you receive goods returned from either warehouse?—A. I think there was only two or three instances where the goods were returned from the government warehouse out at Kakaako; the goods were returned from the Aala warehouse.

Q. Now, when was this list marked "D" made up?—A. It was some time last November.

Q. And that was before the committee of thirty?—A. Yes, sir.

Q. And how many of the reductions have been put on here?—A. The result of our cross-examination and also the result of the reduction made by the committee.

Q. So that comprises the reductions up to date, practically?—A. Yes, sir.

Q. The reductions on Exhibit D will show the reductions up to date?—A. Yes, sir.

Q. Exhibit E is a memorandum of reductions made by yourself with the assistance of the committee of thirty since February of this year?—A. Yes, sir.

Q. At the time that committee was formed?—A. Yes, sir.

Mr. PRATT. Is this in your handwriting?

A. Yes, sir; and with the assistance of my colleague.

Q. Exhibit D and my list are copies of each other?—A. Yes, sir.

Q. The reductions are shown in Exhibit D?—A. Yes, sir.

Q. The statement made by the consulate is Exhibit F. (To the commission:) I would like to state after the examination of Mr. Tanaka I picked out this 100 as a sample. I would like to take the commission up to the Japanese consulate and let them see the 2,600 and go through them at random and see if these are a fair sample. They were picked out as canceled claims.

The CHAIRMAN. The commission would like to see a sample of the merchants' claims.

Mr. BALLOU. The merchants' are not filed, and are not ready to file as they stand now, and before they are filed there is going to be a revision of the action——

Q. Are there any merchants' claims filed?—A. No, sir; none except Mr. Shimamoto, who was in the hands of another attorney.

The CHAIRMAN. It shows merchandise, 28,147. They are not filed?

Mr. BALLOU. They are reduced before they are filed. That is the way they stand now ready for filing.

Q. They have not been filed yet?—A. No, sir. Finding that the merchants had not been attending to the matter, the consulate had me call a meeting of the merchants, and he gave them a little lecture as to what they should do with their claims before they are filed.

Cross-examination:

Mr. ANDRADE. All of your acts in regard to these claims have been merely clerical, or have you been a member of any of these committees of which you speak?

A. Well, I wasn't a member of any committee composed of the sufferers; I was only acting under the instructions of my superior, Mr. Saito, as he ordered me to do.

Q. You have simply taken these claims and prepared them, put them in form, in the form in which they are now?—A. That is in my handwriting now; that is clerical.

Q. You have overlooked this work?—A. Yes, sir; I supervised it.

Q. The data has been handed to you by other people, the material upon which you have worked?—A. Yes, sir.

Q. The information?—A. Yes, sir.

Q. Has been handed to you by others?—A. Yes, sir; the statements.

Q. The statements and all that you now possess have been handed to you by others, as we now see it?—A. By others of my own knowledge, knowledge that I had.

Q. What is the extent of your knowledge?—A. Well, what do you mean by extent?

Q. How much knowledge did you have in regard to this property that was destroyed?—A. Do you mean that I have personally seen the items?

Q. You say that you had certain official knowledge or information?—A. Yes, sir.

Q. What is the extent of that? How much have you had?—A. Well, I can't tell you how much it is; it is quite hard to tell you how much knowledge I had.

Q. You didn't go to the quarantine station and see these claimants,

did you?—A. I have been to the quarantine station many times before the fire; all through, officially, in the quarantine district of Chinatown and elsewhere.

Q. Securing this information?—A. Yes, sir; telling the sufferers, urging the sufferers to make out the memorandum; that is, after the fire and after the sufferers were detained in the camps. I have visited many times those sufferers in several quarters.

Q. Now, the information that you did get in regard to all the inventories which have been filed here, or was to be filed, was handed to you?—A. This paper—this was handed to me, as I have said just now, from the Japanese society to the Japanese consul; that is one of the papers handed. The information—the information in regard to every claimant, I or my assistant or my colleague and Mr. Saito himself have used every means to get this information from them.

Q. Did that consist in going to the detention camp, did it? Getting inventories which they might have made prior to the fire?—A. That was done by the Japanese society.

Q. Did this exist before the 20th of January?—A. Oh, yes.

Q. How long before the 20th of January?—A. Maybe about three or four weeks; I am not sure of it.

Q. What caused the Japanese society to be formed?—A. Well, that—I can't tell you exactly, because I am not a member. The society was formed for many objects, as my knowledge goes. I think it was formed for many objects in regard to this great event.

Q. And all the information that you had, did it come to you through this society?—A. At first, and then it was transferred to us.

Q. How late does that extend to?—A. It was on the 7th of March.

Q. Up to the 7th of March?—A. Yes, sir; they were in the work of gathering these statements.

Q. Then subsequent to the 7th of March you think you got your information?—A. Through many, several means. I can't tell you the distinct way of getting knowledge, but through many means, through the assistance of my colleagues and superior, and through the Japanese and among the Japanese, that is a fact I can't tell; I think some time last September the consulate thought it quite proper to a compact among the sufferers, and he appointed from the burnt district a committee of forty to consult and give information in regard to the many sufferers, and we have of course asked assistance in every quarter, and besides that we have as Japanese officials, we have of course several information and knowledge in regard to the sufferers. We haven't their names.

Q. How many were on this committee?—A. A committee of forty.

Q. Forty?—A. Yes, sir; a committee consisting of forty people. One committee.

Q. Now, is that anything like the committee of thirty now in existence?—A. No, sir; it is quite different; it was made to act and to assist and get information outside from the people who were quite familiar with the sufferers.

Q. Now, you say—you stated on direct examination that the consulate corrected ambiguous and incorrect inventories?—A. Yes, sir.

Q. Now, how did he do that; by what means, and upon what information?—A. There were more than 1,000 claims the amount of which \$100, and for those claims and those items, which is quite unusual,

which may be taken as quite faithful, generally speaking, of course—I think so—more than 900 claims the amount of which is over \$100 to \$250; now, unless there is a very extraordinary and unusual item it may be said to be quite faithful, we did subject it to examination, Mr. Saito himself having thought it was proper to examine many of those people and all about the claimants. As to the \$250 claims, and even for those claimants, and we have had a great deal of assistance out of the committee of forty to make it as proper as possible, as faithful possible.

Q. What did you do and what did this committee do when they run across a claim which none of the committee were familiar with?—A. There was no such claim.

Q. Then this committee of forty practically knew every one of the claimants?—A. Even if the committee did not know him they could find it out. They could find who is the man that is familiar with that claim.

Q. And from that man you would get your information?—A. Yes, sir; they might have come in and said that his wife had 4 dozen silk kimonos.

Q. Would you take that?—A. No, sir.

Q. If he said that he had two, as a matter of fact what would you do?—A. As a matter of fact we couldn't know the fact.

Q. You don't know absolutely that any of these claims is a correct claim, do you?—A. We can't tell; it is quite impossible; that is a matter of common sense to be used in this case; we couldn't reach an absolute truthful conclusion in this case; we couldn't tell; we couldn't reach the truth by investigation; we couldn't reach the absolute truth, but the approximate truth, and that is the object we have had in view.

Q. Then when the inventory looks doubtful, then the consul would summon before him the claimant?—A. Yes, sir.

Q. Didn't the consul use his own discretion and say "You don't look like men that owned such and such property?" How did you go about that? Did he examine the witnesses or did the committee of forty?—A. No, sir; to summon all of these people was quite impossible; getting information through those sources he had to make it out as faithfully as possible.

Q. There is nothing absolutely certain?—A. I doubt if there can be the absolute truth about it.

Q. You testified to inspection and examination?—A. Yes, sir.

Q. Now, was that done in pursuance of the same order that you have just testified about in the examination and investigation of the claims?—A. Yes, sir; what I testified to is true.

Q. Was that also done by the committee of forty or the consul himself?—A. By the consul himself and with the assistance of the committee of forty.

Q. Then the consul has examined 25 claims which have been presented to this court?—A. Yes, sir.

Q. Personally?—A. Yes, sir.

Q. Now, the cash claims you have testified have been reduced and looked upon with a great deal of suspicion?—A. I didn't say that; I say it is apt to be fraudulent in many cases. I didn't say that the cash claims were suspicious; I say that the cash claims are apt to be fraudulent statements, so I thought it would be proper to disregard them at the risk of sacrifice of the faithful ones.

Q. Now, upon what information have you reduced the amount of cash claims that you have had no evidence to contradict his statement?—A. It was rather discretionary; I don't know that it was right, it was merely our discretion; we thought it would be the correct thing to disregard the cash claims.

Q. Then it was your belief that these doubtful cases—that they didn't have the cash that they represented that they had?—A. In my belief we canceled the claims.

Q. Then you found through your examination that some of these inventories were really not correct?—A. Well, sir, in order to satisfactorily prove their case there may be many witnesses, because it is expected to have cash claimants.

Q. They know that money was there?—A. We can't be sure; we can ascertain whether he was possessed of so much money or not.

Q. You testified about a certain gentleman saying that one of these claimants was entitled and no doubt did have a certain amount in his trunk?—A. 1885.

Q. Now, you allowed that claim?—A. We allowed that claim to a certain extent only.

Q. Did you allow it in full?—A. No, sir; only one-third; not exactly one-third. It was originally \$169 and a fraction. We have reduced it to \$50. It is a mixed claim. We have allowed it for \$50. These common people are generally—if they have anything at all, they are in possession of \$50.

Q. Well, did you feel at any time that you might be working an injustice to these people—to a man who might have \$150 when you only allowed him \$50?—A. No, sir.

Q. Then these claims that were put in were fraudulent, were incorrect and untrue?—A. All claims?

Q. All claims for money?—A. Yes, sir; apt to be. They are not all fraudulent, but they are apt to be in money cases.

Q. You found a great many incorrect inventories, did you not?—A. Yes, sir; at first.

Q. What did you attribute that to; a mistake or what?—A. Well, it may have been a mistake; it may have been a misunderstanding, or an attempt at fraud, in certain cases.

Q. There was something said about goods returned?—A. Yes, sir.

Q. Have you a list of goods that was returned from the various warehouses to the claimants?—A. I have of the personal effects; I have got the list, but in that list there is only one trunk and one basket, but there is no writing as to the contents.

Q. Does the inventory contain the contents?—A. No; because they got the information from the people who were there at the time.

Q. And your information is not entirely of that class, what has been given to you by the claimants or parties who must have been familiar with the claimant?—A. Yes, sir; in that way, but not our own knowledge, or in the knowledge of our assistants and the several sources; with only one source of information it is quite hard to make a definite order.

Q. As to that money in the trunk, were you satisfied that there was any money in the trunk?—A. Yes, sir; I really thought that \$100 might be faithful, but I was working not only for one claimant, but for the welfare of all the claimants; so far as the general welfare of all, I thought it best to reduce it to a certain amount.

which may be taken as quite faithful, generally speaking, of course—I think so—more than 900 claims the amount of which is over \$100 to \$250; now, unless there is a very extraordinary and unusual item it may be said to be quite faithful, we did subject it to examination, Mr. Saito himself having thought it was proper to examine many of those people and all about the claimants. As to the \$250 claims, and even for those claimants, and we have had a great deal of assistance out of the committee of forty to make it as proper as possible, as faithful possible.

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Q. Have you a list of goods that was returned from the various warehouses to the claimants?—A. I have of the personal effects; I have got the list, but in that list there is only one trunk and one basket, but there is no writing as to the contents.

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Q. And your information is not entirely of that class, what has been given to you by the claimants or parties who must have been familiar with the claimant?—A. Yes, sir; in that way, but not our own knowledge, or in the knowledge of our assistants and the several sources; with only one source of information it is quite hard to make a definite order.

Q. As to that money in the trunk, were you satisfied that there was any money in the trunk?—A. Yes, sir; I really thought that \$100 might be faithful, but I was working not only for one claimant, but for the welfare of all the claimants; so far as the general welfare of all, I thought it best to reduce it to a certain amount.

Q. What was the nature of the information that you got from Mr. Kobayashi in regard to this one claim?—A. Well, that he was there. Now, with Mr. Kobayashi and this man, he was there proving his claim, and he proved that in the course of three or four years such amount of money he put in the trunk, in a safe place—he thought it was a safe place—and he put it in his trunk, and Mr. Kobayashi he certified to it on the back of the paper.

Q. That is Mr. Kobayashi's handwriting—this memorandum?

Mr. BALLOU. The whole memorandum?

The WITNESS. This money was claimed by him; that he had saved it up for two years—over two years, and it was put in the trunk.

Mr. BALLOU. What is this?

A. This is the amount. It was reduced to \$100—\$118.15.

Q. Was the acts of the board of health such as prevented anyone going to their rooms and taking out money and jewelry, and things of great value?—A. I can't answer that. I don't know.

Q. What was your real opinion of the board of health?—A. I don't know what was the real action of the board of health.

Q. Had the fire extended to such an extent and so rapidly that it was impossible to get these things?—A. Yes, sir; especially on the 20th of January, when the great fire happened.

Q. Now, in regard to the merchandise, did you follow the same course that you did with the personal effects?—A. No, sir; we did not follow the same course. For the personal effects, you see, the lower class don't know enough to make up claim, but for the merchants' claims, they are men that can form very accurate claims, and so we didn't think it was necessary to go into them or go through them.

Q. Have you examined these merchants' claims; have you gone through the same routine that you did with the others?—A. No, sir; we didn't go through the merchants' claims. We have just acted on the individual claims, and we have looked through it, and in cases that there was speculative or indirect claims, then we have advised such man to put his claim on another sheet—separate sheet. That is the way we have made an examination. We didn't go into every item of valuation.

Q. Did you find any merchants' claims in fault—larger than what really they might be?—A. I didn't find any. I am not much acquainted as to whether it was too much or not.

Q. Have you made any kind of an examination of the merchants' claims?—A. I received it and filed it, and I looked it over, and in case it was ambiguous I then advised them to take it out. That is all.

Q. Any item that might be too big, you say?—A. No; I will call it mixed, and if I saw an item that I thought was wrong I would advise the claimant to take it out. Such was the examination, if it may be called an examination.

Q. Did you go into the matter of finding out how much of the goods the claimant had in his store at the time of the fire?—A. We didn't know exactly, but we have left out in many cases the amount of taxes that he was paying prior to the fire.

Q. You took it for granted at the time of the burning there was such property in the store as there was at the time the tax assessor assessed the property?—A. Yes, sir; I think so.

Q. You took that for granted?—A. Yes, sir; not exactly the same amount.

The CHAIRMAN. Going back to these individual claims, in all cases have you a memorandum of each man paid taxes?—A. Yes, sir.

Q. And also know what each man's taxes was for merchandise?—

A. In some cases the merchandise, and other cases fixtures and buildings.

Q. You have that information?—A. Yes, sir.

Q. Now, if a man presented you a claim for a certain amount of merchandise, you simply took that and filed it away and then sent for him to examine him, or what did you do?—A. No; I don't think there was any necessity of examining the man, for we took it as faithful.

Q. Now, as a matter of fact, sometimes men are not faithful.—A. Yes, sir.

Q. There may be claims here that show untruth and that are incorrect?—A. Maybe.

Q. Yes; both?—A. Yes, sir.

Q. Your examination was not so thorough of those claims for merchandise as would avoid anything like that?—A. I don't believe there was any unfaithful claims.

Q. But the amount of attention that you did give would not prevent fraud, would it, if a man was determined to commit fraud upon the government, put in an invalid claim, your work was not of such a minute nature that it would detect that?—A. You mean the amount of the claim?

Q. Yes, sir.—A. If such is the case, I can't believe that we couldn't detect it; we didn't try to detect it.

Q. Your work was not of the nature that you would have detected the fraud if a fraud was attempted; and the same way with the personal effects?—A. We did not follow the same line with the merchants' claims.

Q. But with the merchants' claims you admit that there might have been practiced fraud and you not know it?—A. I can't admit that; we didn't look or make a thorough examination; we thought it was unnecessary.

Q. The merchandise claims, they have been compared with the books of receipts in the previous years?—A. Yes, sir.

Q. Did they correspond very well?—A. In some cases very well and in some cases not.

Q. What is the majority of the cases? Do they exceed the amount of taxes or are they below the taxes of the previous year?—A. Many of the merchants have taken back some of their goods from the warehouse, so that the claim isn't exactly the same amount as they had been before the fire.

Q. The whole of the inventories approved and showed the amount of the property returned?—A. Yes, sir.

Q. Do they do that in the merchandise?—A. Yes, sir; I believe so.

Q. Are you positive about that?—A. I believe so.

Q. You are not sure about that?—A. I haven't received any information of the other claimants; I believe it does.

Q. Did you go into it so far as to find out whether or not this merchandise was insured?—A. No, sir; about that—

Q. The Japanese merchants are careful people, are they not?—A. Every merchant is careful.

Q. They are careful to that extent that they have their merchandise insured generally?—A. I think so, but I am not sure about that.

Q. Did you find in your examination any goods of merchants which were insured?—A. Well, I didn't make any such examination.

Q. Then your examination was not very thorough?—A. It wasn't

of the same nature that we have done in regard to the personal things.

Q. If you found any of those claims which were insured—which might have been insured—the insurance was paid by the claimant?—

A. I believe so; I don't know of an instance.

Q. Outside of your inventory, you do not know of an incident?—

A. No, sir.

Q. Did you ever compare any of the inventories with any bills that might have been in the possession of the merchant, or any invoice of the stock books?—A. In the personal claims—the personal effects—we didn't take that pains.

Q. And you didn't go into it so far as to ascertain how long the goods might have been in the store; some might have been lessened in value; they might have been there too long?—A. The only thing that I can say, we received the amount of the claim just as it was filed; we just inspected it; we took the items and the values to be faithful; unless there was some ambiguity in the claim we didn't make any examination of it at all.

Q. Well, that was the extent of your knowledge as to these merchandise claims?—A. Yes, sir.

Q. How many of those are there?—A. Twenty-eight claims.

Q. How did you get your information in regard to the Kahaluihi claims?—A. In Kahaluihi at the time of the fire there was a Japanese society of which Mr. Mouri was chairman; he was gathering claims, but I am very sorry to say that the Kahaluihi sufferers were 61 persons; it might have been more—maybe 300.

Q. How do you know that?—A. Because I worked on the commission, and there was more than 300 Japanese persons in Kahaluihi district, but we have just gathered those claims which were verified by the claimants. A member of the Japanese consulate was over on the island, so there may be a few left, but we can't help it.

Q. And those claims are now in your possession?—A. Yes, sir.

Q. In the same way as the Honolulu claims? But your information in regard to those claims is very limited, is it not?—A. Well, only 6 in the party, so we can get the information of them.

Q. You have no personal information?—A. Yes, sir; we have personal information, because a member of the office was down there and made the examination and summed up every claim and summoned every claimant and examined him.

Q. Now, is it not a fact that a great many Japanese have but very little clothing?—A. What do you mean by a great many Japanese?

Q. In the city, speaking of the town—speaking generally?—A. Well, speaking generally, as a general thing in the city it is not so scanty as it is out in the country; it is very slight, as you might suppose.

The further hearing of this matter is continued until 10 o'clock a. m. the 7th day of June, 1901.

JUNE 7, 1901.

MORNING SESSION.

T. TANAKA resumed.

Mr. ANDRADE. You admit that Japanese as a general thing have the greater part of their clothes on?—A. Not only the Japanese, but I think that is the case with other countries.

Q. But we have only the Japanese under question at the present time?—A. Yes, sir.

Q. Is there any possibility of some of these claims being the claims of some of those other Japanese in question?—A. Yes, sir; that is right.

Q. Can you tell the commission what the smallest claim amounts to, that is presented here, that has been brought to your notice?—A. I think the smallest claim is \$2.75; I don't remember.

Q. Is that the claim where the person lost all of his possessions?—A. No.

Q. Just a part?—A. Just a part.

Q. Are there many of those?—A. Well, the next smallest claim, so far as my memory serves me, is \$12 and some fraction; I don't remember now.

Q. But as a general thing do you believe that the ordinary Japanese has more than \$100 worth of personal effects?—A. Oh, yes, there are cases; there is a case in every nationality as to their wealth; \$100 personal effects, I think, is just. It depends upon the degree of the wealth that a man has; I can't say definitely on that point.

Q. Have you not seen a great many Japanese people—their room—where they simply have a bunk, and probably they sleep on a mattress, and a mosquito net, and just a very few things other than that? Have you not seen a great many of those?—A. I have seen, so far as the Japanese in the city are concerned—I have seen those that are in the lodging houses and the hotels; they have more than that, and they have some clothing and other things. The Japanese are rather a cleanly people, and like to have things clean around them. They want many things other than money; things that you are not apt to see.

Q. Do you not believe that some of these claims where the claimants say they have lost silk kimonos—do you believe that those are absolutely true?—A. That they are absolutely true, that I can not say, but, as I said yesterday, I am seeking for the truth as nearly as possible; so as the silk kimonos in Japan is the most cheap product, it is customary in Japan—most every woman has plenty of clothing. Silk gowns are found on every nationality, and because it is cheap in Japan, and the price which has been fixed here in these inventories.

Q. Do you know whether or not they are the cost price of those articles as now or as partly worn or as old articles? Do you know that?—

A. Some of them must be, as a matter of fact, partly worn and part of them new, and some of them a little slow, as the case may be; but one thing that I want to call your attention to is that I didn't inquire myself, nor do the committees—they don't pretend at all to be a competent appraiser in that respect, because, while we might pretend to be so, so we can not be imposed on in any way, so we don't pretend to be appraisers at all; we have used our common sense.

Q. You just took a claim and cut it down as you saw fit?—A. Not each claim; there are claims that were not cut down, because they are fair.

S. OZAKI, called and sworn.

Mr. BALLOU. You are in business in Honolulu?

A. A merchant.

Q. Wholesale or retail?—A. Wholesale and retail both.

Q. Do you import your goods from Japan?—A. Yes, sir.

Q. How long have you been in the wholesale merchandise business in Honolulu?—A. About eleven years.

Q. How many stores have you in Honolulu?—A. Three.

Q. Where are they situated?—A. Two stores on King street and one on Hotel.

Q. Were you in Honolulu during the prevalence of the bubonic plague?—A. No, sir; I was in Japan at the time.

Q. When did you return from Japan after the plague?—A. July of last year.

Q. Was any of your property destroyed in the fire?—A. Yes, sir.

Q. Outside of your own personal claim, what interest have you or what steps have you taken in regard to the general claims of the Japanese sufferers from the sanitary fires?—A. I was appointed as chairman of the mass meeting of the Japanese sufferers had in February 5 of last year—this year; and since then I am working for the benefit of all of those sufferers.

Q. Did that mass meeting include merchants and merchandise?—A. Yes, sir.

Q. And if the merchants themselves, holding merchandise claims, also had their own meetings in this matter, at that mass meeting what committees were appointed?—A. Committee of the number of thirty were appointed at the mass meeting.

Q. By the chairman of the committee?—A. Yes, sir.

Q. And that committee has held frequent meetings?—A. Yes, sir.

Q. Now, have the merchants themselves, those holding merchandise claims, held a meeting?—A. That is, a meeting different from the sufferers.

Q. Now, hasn't the committee of thirty, the full committee of thirty had full charge of the merchandise claims?—A. No; I never heard that the merchants had any special meeting, but the entire claim was turned over to the committee of thirty.

Q. What was done by the committee of thirty in regard to the preparing of the claims which are now before the commission?—A. We have been acting with the consulate to file claims which is faithful and honest. For that end we have always been working.

Q. Did you make an examination of certain claims?—A. Yes, sir.

Q. Is this Exhibit E a statement of the claims on which you worked together with the consulate?—A. Yes, sir.

Q. What was the result of your work on those claims? Were the claims reduced or left as they were?—A. Some of them might have been passed entirely; some of them, I think, was cut.

Q. Do you know how many were passed without being reduced?—A. I can't tell you the exact number of claims which passed through the committee, reduced by the committee, but it must be over 20 claims.

Q. How many were not reduced by the committee?—A. Seven or eight, I believe.

Q. How was this investigation carried on by your committee in connection with the consulate?—A. All the claims were ordinarily filed at the consulate. After the consulate examined the claim and found to be a claim, then it was handed over to the committee for investigation, and then we started on to investigate whether the claim was right or wrong.

Q. Whom did you summon before you in your examination in your investigation of that question?—A. We had a special committee whose duty it was to personally attend to see and notify the claimant who

claim is not right and have a conference with him. I generally talked with the person, the claimant.

Q. And was that done in every case, or were there other means used?—A. Yes, sir; there was some cases; the claimants themselves were away from Honolulu, staying on some other island; in those cases the committee took hold of the whole thing, and the majority of the committee would decide, one way or the other.

Q. Did you examine witnesses outside of the claimants in any individual case?—A. Yes, sir.

Q. There are a great number of these claims assigned, are there not?—A. Yes, sir.

Q. On whose advice is that done?—A. By the advice of our lawyer, Mr. Ballou.

Q. What reason, if any, did he state to the claimant that was advisable?—A. Yes, sir; the only reason for that was the filing of the claims, there was so many thousand claimants; and having an assignee, it will be very convenient for them to file all the claims, there being so many thousand claimants; anyway, it was the opinion of the committee and also the advice of Mr. Ballou. There might have been cases where the assignee was not here and then something might have been done, and then it could all be done at once, there was so many claims, and would get along better in one man's hands.

Q. Can you explain how that would do it, in what manner, and toward what end?—A. One way, you would save the time of the court through one man handling, and there might be such a case as the government compromising, and then so many claimants; in that case it could be much easier to adjust.

Q. Were those assignments made by the claimants to you all just alike, or were they different? Were they made on one form?—A. Only one way.

Q. On a printed form?—A. Yes, sir.

Q. Is that the printed form upon which the assignments were made [showing the form]?—A. Yes, sir.

Q. That is, both the Japanese and the English; is one a translation of the other?—A. Yes, sir; it is a translation of the other.

Q. "In consideration of one dollar received by me I hereby assign my claim for property destroyed in consequence of the order of the board of health in 1900 to Mr. S. Ozaki, trustee, with full power to collect the same for my benefit, and to compromise the same, or to assign this claim to such other person as he may select upon the same trust." That is filed as Exhibit G.

Q. (To the witness.) At that time did you give the claimant any return paper?—A. Yes, sir.

Q. On a printed form?—A. Yes, sir.

Q. (Here the witness is shown a paper.) Is this the printed form of the return paper that you gave to him, the claimant, in each case?—A. Yes, sir.

DECLARATION OF TRUST.

Claim No. —, for property destroyed in consequence of an order of the board of health in the years 1899 and 1900, having been assigned to me as a trustee, with full power to collect the same for the benefit of the claimant, or to compromise the same.

I hereby declare that I hold the same upon trust to obtain as advantageous a settlement of said claim as it is possible for me to obtain, and to pay the full proceeds of any judgment or settlement obtained by me over to the claimant, deducting only claimant's proportion of the legal charges and expense actually incurred.

The foregoing declaration of trust provides for the faithful payment to the claimant of money received on that account is hereby guaranteed.

Imperial Japanese Majesty consulate.

Q. (To the witness.) Who were these declarations signed by?—A. Below the consul's signature and seal mostly.

Q. (To the commission.) I file that as Exhibit H.

Q. What attention do your committee of thirty give to the merchants' claims? In the first place, will you tell us how many of the merchants' claims there are?—A. The merchants' claims—claims filed by the merchants—is 28. There are several more that would belong to Exhibit A.

Q. What is the nature of those?—A. Where goods are consigned to a party who is not a merchant here and which were destroyed before he disposed of them, and all of those things that a man has no license for as a merchant, sold to the merchants at the time of the fire, clothing, and all of those kind of things.

Q. Well, now, those claims, not the regular merchants' and dealers' goods and things of that sort, do we understand that those only, that the claims we have heretofore classed as personal property, they were investigated by the consulate and those that were merchandise claims were not investigated?—A. Well, it was mixed in the consulate with personal claims.

Q. How many are there of such claims for goods that properly belong to Schedule A and not as to the class of regular merchandise claims?—A. I can't tell you just now the number.

Q. Can you give us an idea, approximately?—A. I can't tell you the fact; the committee are assorting it.

Q. Are those claims large or small claims?—A. I don't know what you mean by great, but I could say that it is more the personal effects, the rest are merchandise claims.

Q. Now, of the 28 regular merchants' claims, what attention was given them by your committee; what was done in your committee?—A. It has not been filed yet; they are in progress of investigating, they are under investigation by the committee at present.

Q. What is the nature of the investigation which is being carried on in those cases?—A. Principally by the valuation of the merchants.

Q. And you say they are still under consideration by the committee?—A. Yes, sir.

Q. Does this 28 include the claim of Mr. Shimamoto?—A. Yes, sir.

Q. And you say none of them have been filed; were you thinking of Mr. Shimamoto?—A. It was a mistake, 27—one filed by Mr. Shimamoto.

Cross-examination:

Mr. ANDRADE. You say you have been a merchant for eleven years?

A. Yes, sir.

Q. Will you distinguish the difference between the committee of thirty and the committee of forty?—A. The committee of thirty was elected by the mass meeting of February 5, and the committee of forty was appointed by the consulate.

Q. You were not here during the plague time?—A. No, sir.

Q. Did you suffer any loss from these fires during the plague time?—A. Yes, sir.

Q. How many of your stores were destroyed?—A. One.

Q. Where was that located?—A. On King street, Maunalea street.

Q. Have you personally examined all of these claims for merchandise and personal property?—A. Yes, sir; I have looked over nearly every one.

Q. Is that the extent of your examination of these claims?—A. Yes, sir; the committee of thirty was appointed on the 5th of February of this year, and prior to that time the claims had been filed with the consulate, and the consul had been investigating them and working on them, standing pretty near a year. Then, after the 5th of February, after the committee was created, then it was transferred to the committee. The committee brought them to their office and investigated them. I had much to do with it. Those that were passed by the consulate I only looked over, taking the consulate's investigation as a guaranty.

Q. And that is the extent of your examination?—A. Yes, sir.

Q. Have you personally gone into the details of any claim as to the fact?—A. Yes, sir.

Q. How many of them?—A. It might have been over 200.

Q. Why did you go into an investigation of those?—A. Because I thought their claim wasn't right.

Q. Did you find any defect in the claims?—A. Yes, sir.

Q. What was the nature of the error?—A. The amount of money.

Q. Was that in excess of what it really should have been?—A. Yes, sir; it was in excess.

Q. And you only found 200 of those?—A. Yes, sir; over 200.

Q. Were you satisfied that the balance of the claims were absolutely correct?—A. Yes, sir.

Q. Why did you think that?—A. The rest of the claims besides the 200—over 200 passed such a rigid examination in the hands of the consulate that the committee thought it was all right.

Q. These 200 claims that you investigated personally in which there was a defect had been passed by the consul and those under him and examined by yourself personally?—A. Yes, sir; it was first detected by the consulate and reported to the committee, and the committee confirmed that opinion of the consul and started the examination.

Q. Did you not find 200 claims personally that were erroneous?—A. No, sir.

Q. The 200 claims that you found, that you found to be incorrect, were not found by yourself, but by those working in the consulate or the committee?—A. By the consulate.

Q. Did you yourself find any inventory that wasn't purely correct?—A. No, sir.

Q. Then your investigation was not so thorough as to find any mistakes?—A. If you mean the 200 claims that were found by the consulate, we did everything on those claims. We have done all right on those 200 claims; we have done it all right.

Q. Those 200 claims were somewhat invalid, were they not?—A. Yes, sir.

Q. Now, what was the nature of the error in the amounts in excess of what they really should have been?—A. Their valuation was higher than it ought to be, and a cash claim also.

Q. Other than cash claims, did you not find that the other claims were somewhat fraudulent, somewhat swollen up?—A. Yes, sir.

Q. Did you find the excess in the number of the articles or excess in price?—A. Principally the price of some of the goods.

Q. In some cases did you not find there was excess in price as well the excess in the number of the articles?—A. Yes, sir.

Q. Did you or do you think those claims were conscientious claims or were they intended to be a fraud upon the government in the final settlement?—A. There must be some mistake.

Q. As a matter of fact, was it not a fraud upon the Government?—A. I don't think it is, although I wasn't at the time of the plague in this country, but I am told that at the time of the fire there was such confusion prevailed because some of them might have lost their memorandum and their memory; when they made the list of claims they might have inserted something that didn't belong to them by mistake.

Q. Do you believe they were conscientious claims?—A. Yes, sir.

Q. Do you know when the inventories were taken? Was it on the day that the Japanese were taken to the detention camp, or some subsequent time?—A. Some time before they were sent to the detention camp, and some after that.

Q. Do you believe the most of these Japanese were in such confusion that caused them to put in their inventory the cost price of article and excess of the number of articles?—A. Yes, sir; I believe so.

Q. Now, in adjusting those claims—the claims of the merchants—did you take their own personal inventories, or did you have outside evidence in adjusting those claims before bringing them here?—A. My opinion.

Q. Now, in adjusting the claims of the merchants, did you take their own personal inventories, or did you take outside evidence in adjusting those claims before bringing them here? The personal claims are not in question just now.—A. It was done by the merchants themselves and filed with the committee.

Q. Were they true inventories?—A. I can't tell you; that is in progress of investigation now—the merchants' claims.

Q. Were the inventories of these merchants compared with the ones returned for the previous year?—A. I can't tell you; I didn't go over and compare them.

Q. Were they compared with the stock books of the various merchants?—A. You ask me for mine, I say yes; all the others are still under investigation. I can't say as to that.

Q. As a matter of fact, do you know anything at all about the merchants' claims, except just your own?—A. These other respective claims went to the committee; that is all that I know. For further information I can not give you anything; it is in progress in the investigation at the present time.

Q. Now, as to the personal effects, did you go into that with as particular degree of care, into the claims for the personal effects, as more than you did with the claims for the merchants?—A. As to the personal effects, we did that first; the first duty was to the personal effects. After we finished the personal effects we took up the merchants, and we are just investigating the merchants now.

Q. But, as a matter of fact, you did not go into—more into detail with the personal-effects claims than you did with the merchants?—A. You make any further inquiry, other than what you received from the claimant himself, in regard to their respective claims of personal effects? Did you make any further investigation than what information you really got from the claimant himself?—A. No, sir.

Q. Is it not the custom of Japanese merchants to have their stock and fixtures insured?—A. Very few.

Q. During the investigation by this committee, did they find them insured? Were they insured—the most of them, or any of them?—A. I can't tell, except mine.

Q. Then your investigation was not to the extent that covered all the particular details pertaining to these different claims?

No answer to the question.

Redirect examination:

Mr. BALLOU. Now, I would like to have you give once more a summary of these three kinds of claims. First, was anything done with the personal property, personal-effects claims, and which were not referred to your committee, that were passed by the consulate? What was done with those?

A. Nothing done by the committee, with the exception that both claims were passed upon by the consulate, and so on.

Q. You just testified that you looked over them. Is that so, or did you simply look through them?—A. Yes, sir; I looked over the whole thing.

Q. Now, second, what was done with those claims which were reported to you by the consulate for investigation, amounting, as you stated, to over 200 claims?—A. Of those 200 claims I had cause to examine rigidly.

Q. And the result of that examination is shown in this Exhibit E. For instance, 2273; do you remember anything about that claim?

Mr. ANDRADE (to the witness). Do you mean that you examined the most of the claims rigidly and personally? You stated a little while ago—now, state a little more in detail the nature of the investigation made by your committee of the 200 and more claims which were referred to you by the consulate?

A. We have special committees consisting of five members, called conference men, and those five men called on the claimant personally, in each case—those claimants who were present in Honolulu—and had a talk with him, or the claimant's friend who has a full power to act for him, and had a talk, a full conference, and then the committee came, and that is the way it is done with those parties who are not here, who are away at the time on the other islands; there was no other means but to vote on the matter in the committee and decide either way.

Q. Did your committee examine any other witness than the claimant himself?—A. Yes, sir.

Q. What were those witnesses called for, and what kind of questions would be asked of them?—A. Asking about whether he had any knowledge of the claimant's possession, and such things like that.

Q. It was only done in a few cases, few instances?—A. It was done in some cases.

Q. Did you ever add up the total reductions made in those 200 claims?—A. No, sir.

Q. But they are shown here in Exhibit E?—A. Yes, sir.

Q. You don't remember anything about this claim 2273 that was reduced from \$1,094 to \$278?—A. I can not give it to you, but it was passed by the committee and was transferred to the hands of the consul.

Q. And you say that the merchants' claims have not been investigated, with the exception of Mr. Shimamoto—have not been filed?—A. Yes, sir.

Q. Is it the intention of the committee in investigating the merchants' claims to go into the insurance, stock books, taxes, etc?—A. Yes, sir.

Recross-examination:

Mr. ANDRADE. How much of this investigation and examination of the claims did you personally conduct?

A. Part of the claims.

Q. How much outside of your own claim?—A. I don't understand the question. I can't answer. I have not been working much.

Q. How much of this investigation did you do personally?—A. A number.

Q. How many of these 200 and odd claims did you personally investigate—of these claims that is in Exhibit E. How many of these claims did you investigate personally?—A. I can't tell you how many; but all of these that passed my own hand personally, as shown by my schedule as filed in the consulate with the claim.

Q. Is there any of this writing your own?—A. No, sir.

Redirect examination:

Mr. BALLOU. Whose handwriting is that?

A. I think it is Mr. Tanaka's handwriting.

Q. Who was of that committee of five that you spoke that were in conference with the claimants; who was that committee?—A. Susimaura, Kawaski, Kobayashi, Nakaruo, and Mysawa.

Q. Did Mr. Tanaka work in connection with the committee?—A. Yes, sir.

Q. Mr. Kobayashi that you referred to was the witness that testified here yesterday?—A. No, sir; the other one.

Q. What are his initials?—A. U. Kobayashi.

Q. I now refer to claims 1828 and 1833, which bore your signature. Will you explain what was done in connection, in relation to those claims? Read the memorandum.—A. This tag reads: "This claim No. 1828," the claimant himself. The location of the claimant is not ascertainable; can't be found out, and couldn't have talked with him; therefore special committee—after an investigation by the special committee it was decided by the whole committee at \$254.90 that should be deducted from the total amount of this claim. Signed by S. Ozaki chairman of the committee.

Q. What was the nature by the committee, nature of the investigation by the committee on which that was passed?—A. The special committee found out that the charge was too high; the price was too high and some of them were taken out entirely.

Q. What was the nature of those that were taken out entirely?—A. That is where the claimants charged \$10 for two pieces of blanket. The committee didn't agree with the claimant, and so the committee took it out. There is an item of 7 pieces of dress goods reduced to 5 that 7 was too many.

Q. What was the occupation of this man?—A. Stonecutter.

Q. Is there any date on your memorandum there of the investigation—is there any date in your memorandum?—A. Yes, sir; 23d of

February, date of the Japanese calendar. I think it was February 23, 1901.

Q. Claim No. 1811; what is the nature of the memorandum signed by you?—A. Wrote the very thing, the same as last case, only the amount is \$75.60. The amount was reduced \$75.60.

Q. What was the nature of the reduction as shown on the claim itself?—A. Claim shows here for \$75; committee reduced it to \$15.

Q. Do you know this claim 1833? What is the memorandum on that?—A. This starts in with the resolution of the committee; cash claim, amounting to \$61.70, entirely reduced, taken away.

Q. Was Mr. Ozaki the assignee in this claim or not?—A. Yes, sir.

Q. Were they assigned to him before the reduction?—A. After the reduction was made.

Q. And this assignment was made how recently?—A. In the month before.

Q. What do you mean by the month before?—A. In the first part of May.

Q. They were made after the legislative bill appointing this fire commission was passed and signed, wasn't it?—A. Yes, sir.

Q. I would like to ask for claim 1828. I would like to ask what is the name of the claimant?—A. H. Muramoto.

Q. You testified that he could not be found, did you not?—A. Yes, sir.

Q. When could he not be found; after the fire?—A. At the time the investigation was going on was the time when that person could not be found.

Q. Had he made an inventory and filed it with you?—A. Not to me.

Q. Well, then, how did you get the list of the property which he owned prior to the fire?—A. The claim was handed over from the consulate for investigation, and we went and investigated it; that is all there is; never been referred to me direct.

Q. But was there an inventory ever filed by this claimant with the consulate or anybody?—A. Yes, sir.

Q. Who was it filed with?—A. It is hearsay, what I heard, that the first claim was filed with the Japanese association; either the Japanese association or the consulate it must have been.

Q. You are not positive of that, are you?—A. I can't say positively, but I would say that it was before the Japanese relief society.

Q. Is this one of the claims that was in Schedule E?—A. Yes, sir.

Q. I will call the attention of the commission to the schedule, \$314.90 to \$254.90.—A. That is the total amount.

Q. Do you know where that claimant is now?—A. I can't tell you.

Q. Who assigned you the claim?—A. The man that signed it I don't know if it is that very day, but there are men coming in every day and assigning to me, and unless I refer to my books I can't tell you whether he assigned it or not.

Mr. PRATT. I would like the original schedule for this particular claimant, and if it was presented to this committee by the consul or whether the original schedule was retained by the consul in this translation.

Mr. BALLOU. That is the original.

Mr. PRATT. Of the inventory—the original of the inventory made?

Mr. BALLOU. The testimony of Mr. Tanaka was that the society

made it up on these blanks; that in some cases even in making them up these blanks were devised and it was kept in Japanese upon the back of that.

A. Was this original one certified to or did the people go into the detention camp—go in and make up statements from the oral statement of the claimant?

Mr. BALLOU (to the witness). Has there been any statement that has reached this stage that has been put on that blank like this that has been signed by the person, signed by the claimant personally?—

A. Personally signed?

Q. That is the signature?—A. Yes, sir; that is the signature and the date of his signing.

Q. And that is the style?—A. Yes, sir.

Mr. PRATT. That is the claimant's inventory; that is not in the handwriting of the claimant that memorandum.

Mr. BALLOU. The testimony of Mr. Tanaka was, that most of the society's were made on a piece of paper, on slips of paper which was brought out of the detention camp when it was signed.

Mr. PRATT. Then it was transferred and preserved with some uniformity?

Mr. BALLOU. No, sir; the testimony is this, that those were mostly signed by the claimant on these original blanks and in some cases the claims were reduced before the signature.

Q. By whom?—A. By the Japanese society. No copy shows it, but as a matter of fact the claim was copied in Japanese and then signed by the claimant.

The CHAIRMAN. Why is it that these claimants have not appeared for their claims?

The witness said that he couldn't be found; he said that this man could not be found now.

Mr. BALLOU. The statement is that this man came up and signed the claim shortly after the fire on the 6th of April, presumably 1900, and this claim was under investigation in February, 1901, by this committee, and at that time the man couldn't be found.

The CHAIRMAN. I would like to ask this question: Who fixed the price for all the articles in speaking of personal effects; who submitted the price in there, for all of these articles; did the claimant himself do it, or receive help from your committee or from somebody else; who fixed this price for the personal effects in the claimant's claim?

Mr. BALLOU. I would like to say that Mr. Ozaki—he wasn't in the country.

A COMMISSIONER. I think it is stated——

Mr. DOLE. I think it is stated that the claimants themselves did, and some times they were cut down by the committee afterwards, but in all claims the claimants fixed their own values.

The CHAIRMAN. Who extended these claims; who helped to extend these claims, the figures on these claims; so many kimonos, so much; who did that work making out these columns?

A. I can not tell; I was not here at the time; I was absent; the claimant himself or some friend assisted him to do it.

Q. You talk about the committee had more or less to do with the filing of these claims; what did you have to do; what was the practice; who extended these columns?

Mr. BALLOU. This witness had nothing to do with the completing of these claims.

Q. These claims were made up after the fire of 1900 by the Japanese society; they were, on the 7th of March, 1900, turned over to the consul and investigated by the consulate from the 7th of March, and some time following in 1900. This committee, of which Mr. Ozaki is or was president, was not organized until February 5, 1901, and at once commenced to investigate about 200 claims, which the consul had marked as doubtful, and which they could not investigate themselves and were turned over to this committee in February, when they were informed—Mr. Ozaki was not in this country until last July, at the time they were completed—that these were compiled by the Japanese society and turned over to the consulate, but when the consulate began to investigate, he wasn't here at all.

The CHAIRMAN. Did the consulate in these claims that were filed in the consulate—did the consul go over? Did they verify? Who was the verifying party of these claims? Who went over the figures and verified the extensions? Where was that work done?

Mr. BALLOU. Mr. Tanaka has testified to that.

The CHAIRMAN. Do you know, Mr. Ballou?

Mr. BALLOU. No, sir.

Q. Seven kimonos, \$17; at so many dollars—that would be multiplying and the adding of the columns? Who did that work? Who did the work of extending the figures?—A. Some were made by the claimants themselves, mostly by the Japanese society, who employed officers and clerks; they made up these figures for the presentation by the claimant.

T. TANAKA, recalled.

Mr. BALLOU. Do you know whether those figures and those extensions and the additions were verified; and if so, by whom?

A. Well, I verified many of the claims; it was the work of the society before your work. I can't say positively, but I think the society has taken the memorandum of the claim and extended it down that way.

Q. I find a number of claims that were reduced, that you said was a clerical error. Who discovered those clerical errors?—A. We have looked over every item.

Q. Who do you mean by we?—A. Most of the three men appointed by the Japanese society—Mr. Ono, Sugi, and Soma.

Q. And were all the people that had charge of these claims all through the summer of 1900 and all through the fall of 1900?—A. Yes, sir; to the 7th of March, and then this sign was fixed; I couldn't say what it was on every claim or not.

Mr. PRATT. Under oath?

A. No, sir; the oath is not customary in Japan.

Q. Was there any formality of the assignee of verifying the signature?—A. He looked at it and said—

Q. Is there any particular significance of a seal; does it make it any more solemn or just identify it?—A. The seal does verify the statement.

Q. As to giving it any more security, the seal any more solemnity, is it attended with the signing of this?—A. In Japanese court the seal—but this time did have a seal—we didn't have any, so we took this.

Q. And the intent of that is to give solemnity to the document?—A. Yes, sir.

Q. Which supplies the place of the oath—is it intended to supply the place of the oath? Is the seal intended as a solemnization of the understanding by the claimant; is that intended, or to take the place of the oath?—A. Yes, sir; in Japanese custom.

Q. (to the commission). I will call the attention of the commission to the seal on No. 1805. On this claim 1805, is that the customary kind of a seal?—A. Yes, sir.

Q. It is the actual seal?—A. Yes, sir.

Q. Then people have different seals?—A. Yes, sir.

Q. But it is understood when they affix the seal they are very careful to see what it contains?—A. Yes, sir.

Mr. PRATT. Then these claims that have a stamp are of greater stability than they would be without it?

A. Yes, sir.

Mr. DOLE. Do you understand, Mr. Ballou, whether or not the seal is a substitute for the oath—in the sense that we understand an oath—or simply whether it is a verification or identification?

A. I understand, as Mr. Tanaka tells us, it is like our oath in the sense that it is formed if the courts of Japan require. It is a custom of identification that the courts of Japan require.

Mr. ANDRADE (to the witness). Just a few questions in regard to the seal. The testimony has been that several of these claims were found to be incorrectly prepared, were they, Mr. Tanaka?

A. Yes, sir; some of the claims.

Q. Those claims, were they sealed?—A. Yes, sir.

Q. Then, of course, if those claims were meant to deceive the consul or anybody that might have to settle those claims this stamp didn't make them any more truthful than these other claims, did they?—A. No, sir; I don't mean that. I mean by putting the seal on that the statement therein contained to his knowledge as to his knowledge that it is just the same that he has filed before the Japanese committee.

Q. But these claims that were found to be correct were also sealed?—A. Yes, sir; but that does not necessarily say that the whole statement is wholly true and nothing but the truth and the whole truth. Because in Japan there is no such thing, but it may be equivalent to an oath.

Mr. DOLE. That is equivalent to the identification of the signature?

A. Yes, sir.

Mr. PRATT. Is it more than that, as well as identifying the person himself?

A. The seal identifies the signature and identifies the person. It is a solemnity in the mind of the claimant when he stamps with his seal.

Mr. DOLE. As I understand it—the seal—a thousand years ago, the seal was an identification of the signature or of the character. Most of the people couldn't write their names, and they put the seal on to identify the signature.

Mr. PRATT. These claims are stamped as the claim of the claimant added to which is the seal; now does the seal give an additional solemnity to the signature, does it impress the claimant with an additional solemnity, that it is a true statement; does he see the importance of the seal?

A. In Japan we give it more importance—the seal—than we do to the signature; the signature may be fictitious, but if the seal is on it it is taken as a ratification.

Q. As a verification of the signature?—A. Yes, sir.

Mr. BALLOU (to the witness). If a man is telling a lie would he use any seal; is there anything more binding on his conscience if he puts his seal on it?

A. If he puts his seal on it he is bound to follow its contents.

Q. Just a little more solemnly than if he just signs it?—A. Yes, sir.

Q. That is, it might be a lie or a false statement under the seal, but the signature is different?—A. We put more importance to the seal than to the signature.

Q. Is there any special law corresponding with our law for perjury; if a man sealed an instrument that is not true in court is he punishable?—A. Yes, sir, in that case; according to Japan, we can not take any other means than that to verify claims.

Mr. DOLE. I think there is no reason; I don't know anything about the Japanese writing, but it seems to me that Japanese writing could very easily be forged, that the characters are not similar to our form of writing, and that the seal that would identify a man, if it was a thumbmark, would be an identification of the signature, that 50 others might write the name.

Mr. BALLOU. Is there such individuality in the different handwritings of Japanese as there is in the corresponding handwriting of many English?—A. Yes, sir; but in Japan we put more importance to the seal than we do to the signature. For instance, my signature may change, but the seal never changes. Your signature don't change with the seal.

Q. Here is Mr. Ozakis's signature in English. You know that it is very difficult—that only a few experts can imitate that signature?—A. It is just the same in Japan, but the custom is that the seal is of more importance.

Q. If to an instrument is affixed the seal, would that add any weight or would it give the evidence any more effect, that are not discovered as forgeries or that there was no mistake—is the fact that the instrument sealed—would that be more binding under the law?—A. Yes, sir.

The further hearing of this case is continued until the 12th day of June at 10 o'clock a. m.

JUNE 12, 1902.

MORNING SESSION.

S. SEGI recalled.

Mr. ANDRADE. You have testified that you were manager for S. Shimamoto for some time prior to the plague epidemic until date, have you not?

A. Yes, sir.

Q. You have testified that certain goods were in the warehouse in the rear on Nuuanu street, and a part were destroyed and damaged to such an extent that they were ruined?—A. Yes, sir.

Q. That these goods were taken from this warehouse to the Bere-tania street warehouse, and that you have not seen any of those goods since?

Mr. BROOKS. This witness was at Kauai; he has not testified to anything of that sort.

Mr. ANDRADE. He testified that he knew that the goods were taken from the warehouse to the Beretania street warehouse; he has also testified that he has never seen those goods since.

Mr. BROOKS. I didn't understand it; I don't remember; I will let it go in.

This witness has not testified that these goods were taken from the Beretania street warehouse; all of these Japanese knew that the board of health took possession and cleaned that thing out.

Mr. ANDRADE. Isn't it testified to that he has never seen those goods since they were taken from the warehouse?

Mr. BALLOU. Yes, sir.

Mr. ANDRADE. Will you admit that? (To the interpreter.) Will you ask him that question?

(The interpreter repeats the question.)

The WITNESS. Yes, sir.

Q. Who had authority to sign for S. Shimamoto?—A. Myself.

Q. Only?—A. Myself alone.

Q. What was the date of your return from Kauai?—A. January 6.

Q. Did you at any time after your return from Kauai know that any of the goods went to S. Shimamoto that were in Aala warehouse?—A. Yes, sir.

Q. Knew that they were there? Did you ever have any of those goods returned to you as the agent of S. Shimamoto?—A. Yes, sir.

Q. Had goods returned?—A. Yes, sir.

Mr. BALLOU. Were the goods that were returned from the Aala warehouse part of the goods that were taken out of the Nuuanu street warehouse?

Mr. ANDRADE. Were those goods that were returned to you from the Aala warehouse the same lot—the same goods—part of the same lot of goods that were taken out of the stone warehouse on Nuuanu street?

A. No; that is goods quite different from the goods from the stone warehouse on Nuuanu street. These goods that I received from the Aala warehouse is a part of my goods that was in the store proper on Nuuanu street—all of them dry goods.

Q. Did you not testify in your direct examination that you had never received any goods which were taken from either the store or the warehouse?—A. No, sir.

Q. Where was your store—the store of Shimamoto?—A. On Nuuanu street, this west side, a kindergarten on the opposite side, and Queen Emma's place—

Q. Did Shimamoto store any dry goods in the store?—A. I can't tell you exactly; there was some, of course, in the back end of the store.

Q. How many packages were taken out of the store?—A. I can't tell you exactly the number of packages taken out; there might have been about 250 packages or 230—something like that came back—because it was in such confusion, bundles were broken, and I couldn't tell exactly how many came back. I saw the most; the principal things came back, with the exception of a few things all tied up came back last; I can't tell you how many packages were missing.

Q. You didn't get back as many as 300 packages, did you?—A. Well

if you mean this way: There was a regular package carried away to the Aala warehouse in the shape of a dozen or two dozen in a bundle, and they came back in pieces; if you mean that piece as one piece, then there might have been 300.

Q. In how many different teams did you receive back these goods?—

A. I can't tell you how many teams. As soon as the plague was over the freight was sent back to me; I can't tell how many teams.

Q. Was it eight or nine times or only twice?—A. No; I can't tell you how many times, approximately.

Q. You can not tell?—A. No, sir.

Q. How did you know that any of the goods taken from the warehouse on Beretania street were in the Aala warehouse?—A. I never told you that I knew as a fact that the goods were transferred from the Beretania warehouse to the Aala warehouse, only from the store into the Aala warehouse, not from the warehouse.

Q. Then you do not know of any goods taken from those warehouses that were ever in the Aala warehouse?—A. No, sir.

Q. Did you ever try to find out?—A. I never tried it, because I understood that the goods at the warehouse were destroyed—were thrown into the sea—so I never tried to find out.

Q. Did you believe that?—A. Yes, sir.

Q. Did you not know that a great many goods taken from your own warehouse were not damaged?—A. When I came back from Kauai, after it was thrown out, the understanding was that it was all thrown out into the sea. I don't know anything about it.

Q. In taking the goods away from your store, how many different times did you do that?—A. I can't tell, because when I came back—after I came back from Kauai I stayed outside of quarantine altogether. I don't know how many times the goods were taken out of the store.

Q. What was the date? Was your store on Nuuanu street destroyed by fire?—A. Yes, sir; afterwards.

Q. What was the date of that?—A. I don't remember just now. It was known as block No. 10.

Q. Was that before or after your return from Kauai?—A. After my return from Kauai.

Q. You don't know the date of that?—A. No, sir.

Q. Well, were the goods all taken out on the same day?—A. I can't tell you.

Q. Well, as a matter of fact, do you know in the return of those goods whether or not many of those goods—there were some goods returned to you that were formerly in your own warehouse?—A. Nothing returned out of the warehouse. Goods in the warehouse and goods in the store were entirely different.

Q. How were they different?—A. The warehouse has the provisions, while the store has the dry goods mostly.

Q. The store was mostly dry goods?—A. Yes, sir.

Q. Were there any kegs of merchandise of that class in your store?—A. No, sir.

Q. There were no kegs in your store?—A. No kegs.

Q. Then, would you testify that if the records of the warehouse showed that there were a number of kegs there that those records would be wrong?—A. I remember that I have seen several empty beer barrels in the store. If you call those barrels kegs, then there might be kegs.

Q. I am asking about kegs, not barrels.—A. No; no small kegs were in there.

Q. Then the records of the warehouse are wrong if there is any such records?—A. There might have been 4 or 5 small kegs of salmon on a shelf in the store, which were sent up to the warehouse.

Q. Could there have been 8 kegs?—A. I can't tell exactly how many.

Q. You can't testify as to the number of individuals or times in which these goods were returned to you, can you?—A. No, sir; I can not tell.

The CHAIRMAN. I would like to ask the witness if there is any claim in for goods destroyed in the store.

A. No, sir.

Mr. PRATT. How far apart were the store and the warehouse?

A. On the opposite side of the street, about 300 yards.

Mr. BALLOU. Describe the relative position of your store and the warehouse; make a diagram showing the position of the store and the warehouse.

A. (Here the witness makes the diagram.) There is a kindergarten here, and the store, the line of the warehouse was down here [showing] That is the stone wall; the building where the stone wall is still standing.

Mr. BALLOU. Was your warehouse and building where the stone wall stands?

A. Yes, sir.

Q. Are the walls of the store building standing?—A. No, sir; the walls of the warehouse.

Mr. PRATT. Originally it was a two-story or a story-and-a-half building, was it?

A. Two stories and a cellar.

Mr. ANDRADE. How long have you been manager for S. Shimamoto?

A. About five years.

Q. Have you paid the taxes on that business for the last five years?—A. Yes, sir; with the exception of the year that the store was burnt.

Q. Didn't pay any taxes that year?—A. No, sir.

Q. What were the taxes that you paid the year before the burning of the store?—A. A little over \$30.

Q. What was the business assessed at?—A. It was assessed by the assessor, cash, \$30.

Q. That is taxes on how much?—A. I don't know; only charged \$30 that is all that I know.

Q. You don't know what the business might be worth when the government taxes it at \$30?—A. I have the assessment on the book the tax assessor covered.

Q. All the goods in the store as well as any goods in the warehouse?—A. Only goods in the store, for the reason I didn't have a warehouse at the time.

Q. Then you have testified also that your business increased within one year over \$3,000 to \$9,000. Is that right?—A. I didn't say that.

Q. You stated that your business was assessed at \$3,000, or the taxes paid on your business was \$30. Isn't that right?—A. Yes, sir.

Q. And the amount of your claim is \$10,923?—A. Yes, sir.

Q. And that doesn't include the goods in that store?—A. No, sir.

Q. Now, what taxes did you pay on the business the year before you paid \$30 taxes?—A. About the same.

Q. Thirty dollars?—A. About that; I can't tell you exactly.

Q. But in 1897; don't you remember what you paid that year?—A. I don't remember exactly, but it might have been \$15 or \$20.

Q. But you can't say now what taxes you paid the first year that you took charge of the business?—A. The first two or three years I remember of it being about the same; \$9 up to \$20.

Q. How do you account for the increase in Shimamoto's business; that there was a jump immediately from \$3,000 to \$10,923 within one year?—A. That was when the merchants from Japan shipped more goods from Japan.

Q. That is not the question. What was the reason for any such increase in the business?—A. In that year there was many thousand immigrants come from Japan, and the business increased and the store had to keep more merchandise on hand than the year before.

Q. Did you import all of your goods?—A. Yes, sir.

Q. Did you pay cash for them or buy on credit?—A. Shimamoto was most of the time in Japan buying goods and sending them over to the store here, and whatever cash I had I remitted to Shimamoto, or whatever came through the bank I paid the draft.

Q. You already testified that you kept the dry goods in the store?—A. Yes, sir.

Q. Did you also keep any dry goods in the warehouse?—A. Yes, sir; there was boxes and packages all ready to ship to the islands, several of those boxes packed for the island stores.

Q. Were those the only dry goods in the warehouse?—A. Yes, sir.

Q. What was the nature of the goods in the warehouse?—A. Mostly provisions, beans and canned goods. There was some matting there in the warehouse; you will find it in the store.

Q. Did you keep shoyu and canned goods in the store also?—A. We had a few canned goods in the store as a sample and two or three kegs of shoyu in the store for the same purpose.

Q. Now, in regard to the Beretania street warehouse. Do you remember going to the Beretania street warehouse?—A. No, sir; never have been there.

Q. Why didn't you go there?—A. I had no business at the warehouse. I understood that all our goods were destroyed in the sea, so I didn't go after it.

Q. Then you don't know that you had any goods at all in the Beretania street warehouse?—A. No, sir.

Q. Did you believe that the Government would throw away goods that were not damaged at all?—A. I am told that the Government threw that away, and I believe it.

Q. Did you ever go particularly to the headquarters of the board of health to find out what became of those goods or any part thereof?—A. No, sir.

Q. Didn't you believe that it was your duty to go and find out what had become of those goods?—A. I know it is my duty to find out, and that is why I handed it over to the attorneys, this inventory to be presented to the board of health.

Q. But you yourself didn't go to the board of health to find out what was done with the goods?—A. No, sir; I did not go to the board of

health myself, because I can't talk English so well, and I asked Attorney Brooks to do it for me.

Q. As a matter of fact didn't you believe this way, that if your goods were not returned to you, were carried away and were not returned, that the government was good for their price?—A. Yes, sir, when I came back from the island of Kauai I was told that Mr. Kooper himself said that all of those goods that were in the warehouse would be paid for by the government, so I had to believe that.

Q. And for that one reason you did not exert any energy to find out what the final determination of these goods were?—A. Yes, sir.

Q. Thinking that the government would pay for them?—A. Yes, sir.

Q. Did you believe that the government would pay for goods that was not at all damaged, only on the outside by water that might have fallen on them?—A. Not having any special inspection of the goods myself, I was told that the government was charged for goods taken out to sea and destroyed, and I believed that the government would pay for it.

Q. You didn't actually believe that?—A. Yes, sir.

Q. How soon after your return from Kauai did you place this in the hands of an attorney?—A. When I came back it was already in the hands of an attorney.

Q. What attorney?—A. Mr. Brooks.

Mr. ANDRADE (to the commission). I will say that I am just about through with the witness. I have sent for Mr. Wakefield and Mr. Humberg and Mr. Keiser.

Mr. BALLOU (to Mr. Andrade). What do you expect to prove by them; we might be able to admit it?

Mr. ANDRADE. I expect to prove by Mr. Keiser and Mr. Wakefield the final determination of these goods; of course it is of a great deal of importance to show what was the final disposition of the goods from the Beretania street warehouse. I believe the goods were taken from the Beretania street warehouse to the Aala warehouse; I can't prove it directly.

Mr. BALLOU. I have requested Mr. Andrade to produce the letter that was here in court of Mr. Brooks to the board of health. We want it in evidence.

Mr. ANDRADE. I think there is such a letter.

W. WAKEFIELD, called and sworn:

Mr. ANDRADE. What was the nature of your duties there about the latter part of December, 1899, until about the middle of June or July or the middle of the year 1900, in connection with the board of health and the saving of merchandise, etc.?

A. My duties from the 1st of January until the 20th of January were mostly in taking charge of the buildings that were being about to be condemned by the board of health, the merchandise, and taking care of it and storing it on account of merchants to whom the property belonged.

Q. Were you a member of any committee during that time?—A. Yes, sir.

Q. What was that committee?—A. It was known as the merchant committee.

Q. Who composed that committee?—A. Mr. Humberg, Keiser, and myself.

Q. And the nature of your duties were what?—A. In superintending the removal of merchandise, storing it, and saving it from injury, with a view of saving it from destruction, with a view of preserving it and returning it to the owners when they could take care of it.

Q. Did you, as a member of this committee, have charge of a warehouse on Beretania street?—A. Yes, sir.

Q. You had it rented?—A. Yes, sir.

Q. Who was in charge of that warehouse?—A. The Beretania street warehouse was in charge of—I have really forgotten the man's name for the moment.

Q. Some one in your employ?—A. Yes, sir; he is in town at the present time.

Q. When did you have possession of the warehouse? Will you say?—A. I can't swear as to that.

Q. Approximately?—A. In January.

Q. You gave up this house in January?—A. Yes, sir.

Q. What did you do with the goods that were in that warehouse? How many houses did you have on Beretania street?—A. One.

Q. Whom did it belong to?—A. It was a warehouse opposite to the Queens Hospital grounds.

Q. Was that the warehouse that belonged to Mr. King—the California Warehouse Company?—A. Yes, sir.

Q. You say that you gave up that warehouse in the early part of January?—A. Yes, sir.

Q. What became of the goods which were in that warehouse?—A. They were returned to the owners.

Q. Were there any of those goods taken to the Aala warehouse?—A. Some portion of them were, because the person to whom they belonged had no warehouse to take charge of them. What amount was taken to the Aala warehouse I can't tell you, but our books will show it.

Q. Now, are you familiar with these books?—A. No, sir.

Q. You are not familiar with the books?—A. No, sir; not personally familiar with them.

Q. Are you personally familiar with any books that might have been kept in the Aala warehouse?—A. Only by general observation. I didn't keep them.

Q. You did not keep them?—A. No, sir; Mr. Plunksey kept those books. Plyler assisted Mr. Plunksey at the latter portion and at the early portion.

Q. And can you tell the commissioners, Mr. Wakefield, what final disposition was made of all of the goods that came into the possession of this merchants' committee?—A. They were returned to the owners, except in cases of a perishable nature, which were destroyed. There was a small portion of the goods that were destroyed.

Q. Didn't other goods that was left in your custody at that time—do you know anything about the claimants?—A. Yes, sir.

Q. Among those do you know anything about the goods of S. Shimamoto?—A. No; we saw those goods were damaged, to the best of my recollection, by water and fire, in the fire of the 31st of December, and the best of my recollection is that the merchants' committee didn't attend to the hauling of any of Mr. Shimamoto's goods. Some portion might have been hauled to the Beretania street warehouse for storage purposes. It wasn't hauled by the merchants' committee.

Q. You know that all the goods that were in the Beretania street warehouse were returned to their respective owners?—A. Yes, sir; most decidedly.

Q. But you can not take any one case and say that party received his goods?—A. In a number of cases I could, but not in every case; I can not.

Mr. PRATT. It was customary to take a receipt from parties by whom the goods were taken?—A. Yes, sir.

Q. And they gave a receipt when the goods were taken?—A. Yes, sir.

The CHAIRMAN. I understand you to testify that all of the goods from the Beretania street warehouse went to the Aala warehouse?—A. What were not delivered to the owners. There was some delivered almost immediately afterwards to the owners of the merchandise. What was left there was taken to the Aala warehouse; also merchandise that we had stored in the Union Feed Company's warehouse. What we did not deliver to the owners was transferred to the Aala warehouse.

Q. If these goods were delivered to Mr. Shimamoto would his receipt therefor appear anywhere?—A. Yes, sir.

Q. If taken from the warehouse?—A. Yes, sir; receipts given to the teamster as far as possible. As far as the delivery was concerned in every case. In some cases when we took the goods we couldn't give a receipt; there was no one there to give it to.

Mr. ANDRADE. Here is a book showing a number of little marks for goods received and taken away and signed by the respective parties. There are receipts there showing that Shimamoto had received 300 packages. As far as I can find out some one has testified there were over 200, but the man doesn't seem to be clear of the number of packages.

Mr. BALLOU (to the witness). When you testified that all of these goods were returned to the owners, was that handled by the merchants' committee or others?

A. Those were handled by the merchants' committee.

Q. Now, the case before the court at present is the case where there is some evidence on the part of the government that they believed that some of the goods out of the Shimamoto warehouse were hauled to the Beretania street warehouse. Now you say that those were not handled by the merchants' committee?—A. They were not hauled; they were handled, inasmuch as stored insured delivery to the owners again afterwards.

Q. Now, have you any books that show the disposition of those goods in the Beretania street warehouse and whether they were returned to the owners or transferred to some other warehouse?—A. Yes, sir; that book is in existence and in the possession of the board of health.

Q. And that will show any other goods?—A. Yes, sir; the Shimamoto freight, as I call it, freight that is touched by two parties, that was hauled there by parties outside of the merchants' committee.

Q. But when it was hauled there do you remember of some of it being received there?—A. I didn't have charge of the warehouse; wouldn't swear to it, but to the best of my belief it was hauled there.

Q. That some of the Shimamoto goods were hauled there?—A. Yes, sir. I think they were hauled there; those books will show.

Q. Whether returned, transferred to another warehouse, or destroyed?—A. Yes, sir.

Q. And if returned there would be a receipt?—A. Yes, sir.

Q. And goods placed there after the fire and before the fire and before you had to deal with these matters, until the matter came into your hands afterwards, what was there to identify the goods in the warehouse, the goods of Shimamoto in your possession, is there any inventory that was taken of the goods then in the warehouse at the time that you took over the warehouse?—A. The government didn't engage that warehouse directly; it was engaged by the merchants' committee.

Q. Before the Shimamoto goods were placed in there it was engaged by the merchants' committee?—A. To the best of my recollection and belief, before anything was taken there at all.

Q. I have it in my mind your merchants' committee was organized after the fire on December 30?—A. Yes, sir; on the 1st day of January. This merchandise of Mr. Shimamoto wasn't touched until afterwards; it may have been the 2d, 3d, or 4th of January that this hauling was done.

Q. If the goods as you have no receipt of the return of the goods to Shimamoto, and they were taken to the Aala warehouse, what prospect would there be of their reaching Mr. Shimamoto? Was there anything to identify these goods as the goods of Mr. Shimamoto, taken from the Beretania street warehouse to Aala warehouse?—A. Some of the marks and the number of packages would be transferred. It may be possible that book will show where the merchandise was hauled from.

Mr. ANDRADE. These books do not show whether the merchandise came from, through, or went out of the warehouse. It shows that Shimamoto received 329 packages, the receipt is signed for that, and he testified that some two hundred and odd packages were returned.

Q. Does that mean the delivery book?—A. Yes, sir.

Q. Do you know in the Aala warehouse there was a receipt book?—A. Yes, sir.

Q. Where did you see it last?—A. In the Aala warehouse.

Q. It was taken from the warehouse?—A. All that remained, everything; the books and papers and documents were taken from there by the officers of the board of health.

Q. Could you identify that book if you were to see it—the receipt book for the Aala warehouse?—A. Yes, sir.

Q. Is it like this one [showing]?—A. As I recollect the receipt book it was somewhat smaller and narrower than this one.

Q. Was there a receipt book kept in the Beretania street warehouse?—A. Yes, sir.

Q. And was that turned over to the board of health?—A. All the documents we had, the books that were kept, were turned over to the board of health.

Q. There ought to be a book in the Beretania street warehouse to show the delivery back by the Beretania street warehouse, the disposition of those goods. The receipt book of the Aala warehouse shows what was received there?—A. Yes, sir.

Q. And these books represent the delivery books of the Aala warehouse?—A. Yes, sir.

Q. Were there any other delivery books except these in the nature of receipts to be seen?—A. As far as I know not

Q. As far as you know, these are the delivery books you gave in the form of a receipt to be signed by the parties?—A. Yes, sir.

Mr. ANDRADE. Here is the form that contains the number and the name of Shimamoto. The name, but the number of the packages doesn't show in the receipt. Do you know what these leather-covered books marked "ledger" is?

A. No, sir; I think it is intended to cover the personal effects, although it does not cover the personal effects.

Q. Here is an entry April 5, 870 packages?—A. Yes, sir.

Q. What do you think this represents on the book?—A. A receipt by the warehouse delivery to Muaramoto; I should say a delivery to Maumato. There was a record kept of them when they went in and when they came out.

Q. On April 5 they were still delivering?—A. Yes, sir.

Q. And they were vacating along until April 30?—A. Yes, sir; as the merchandise was delivered.

Q. This book begins June 12, 1900. What was going on then?—A. Delivering the personal effects mostly at that time.

Q. Through July?—A. We had nothing to do with it after—

Q. Whose record is that? Can you identify that record?—A. No, sir; I think Mr. Keipfer—some of it, I think.

The CHAIRMAN. If a man's goods, for instance, went to the Beretania street warehouse—for instance, several hundred cases of shoyu or 300 or 400 cases of canned goods were taken to the Beretania street warehouse—could they disappear without the claimant knowing it in some way or other?

A. No, sir.

Q. They must get back to the claimant in some shape or other?—A. Yes, sir.

Q. No matter the amount of the goods?—A. Yes, sir; even a half a dozen packages, unless a single case or small package, might be stolen; but I think everything was watched pretty carefully; but no considerable amount could have possibly gone astray from one building to the other.

Q. Were there any goods in the Beretania street warehouse that was afterwards destroyed or spoiled?—A. To the best of my recollection, no.

Q. Was there when the Aala warehouse that was burned in the big fire?—A. No, sir; the outside of the building was scorched—not burned.

Q. I thought you testified that some of the goods at the Aala warehouse was destroyed; do you know what goods they were—what proportion of the goods that were in the warehouse?—A. There was a small proportion. We had a man going around constantly seeing if there was anything that smelt objectionable. I think it was mainly eggs that were packed.

Q. Not a large proportion?—A. Very trifling.

Q. Are you familiar with this article that they call shoyu?—A. I'm not an expert on the value of it.

Q. You know what it is, you know what it is, you have seen the tubs?—A. Yes, sir.

Q. Are they such that if a lot of water happened to fall on it in this room that it would be injured to such an extent that it would be totally destroyed?—A. It would depend on the force of the water. If the kegs were tight I don't think the force of the water would hurt it.

Q. If the water was sufficient to knock the tub over and to pieces?—

A. Sufficient to strike the cover, that would be the weakest portion of the tub.

Q. If we could show that there had been 400 or 500 packages taken to the Beretania street warehouse, would you say they had been taken by some one who had no right to them or that they had reached the proper person who owned them?—A. I should say they reached the proper person.

Mr. PRATT. Were they so marked that they could identify the goods as the goods of the firm or individual when they were put in?

A. Yes, sir.

Q. Could be traced by the marks?—A. Everything was not marked, every package that we received was not marked.

Mr. BROOKS. I would like to ask Mr. Wakefield if shoyu was stored in the warehouse where the adjoining building was being burnt and the warehouse where the shoyu was stored, became so hot that the roof burned and one end of that house was suddenly pulled down for the purpose of putting out that fire, to preserve the warehouse what would you say then as to the liability to destroy the shoyu?—A. Destroy it by all means.

Q. By water heat or both?—A. Here is an article that you boil in the manufacture, I don't think the heat would. When the heat and water would strike the tubs there is everything to determine.

Q. You don't know?—A. I don't know; I don't think there would be sufficient heat to destroy the shoyu.

Q. So that it would be enforced from the tub. You don't know anything about it? Do you know anything about it?—A. I was looking out for the fire; I was not looking out for shoyu.

Q. Now, your answer to this general question, that if we could prove that a certain amount of shoyu went there to this warehouse, would that determine, in your best judgment, that it must have been got by the claimant; that is the general proposition—you don't know anything about this case?—A. I gave my opinion from the manner that I know the business was conducted, the receiving and delivery of the goods.

Q. So that it might apply to the cases generally. Under those circumstances you don't remember anything about it, the delivery of these goods?—A. The Shimamoto goods?

Q. Yes, sir.—A. No, sir.

Q. You don't know what became of them after they came in the possession of the board of health?—A. I don't know everything that was delivered. It was delivered according to the marks and through the man in whose name the mark was had.

Q. And everything that was delivered was put on the books, was it not?—A. Yes, sir.

Q. So that the books will show it?—A. Yes, sir.

Q. You saw that fire?—A. Yes, sir.

Q. You saw that warehouse—you know it?—A. Yes, sir.

Q. You know that it has a very thick wall of coral?—A. Yes, sir.

Q. Do you believe, Mr. Wakefield, that the fire at that time produced such heat that would cause goods in the house in cans, in barrels, goods in tubs, to be totally ruined, or even partially ruined, from the effects of the heat and the water afterwards poured on?—A. It might have been the case with some barrels exposed. I don't think it

would damage it in the bulk. But the Government appraiser examined the goods at that time; he should be able to give you the information.

Q. The goods—it has come out here in the examination of this case to show that the goods—some of the goods taken out of this warehouse—went to, if my recollection serves me right, went to this Beretania street warehouse, and the others that were taken out of this same house, that was Shimamoto's, you thought not to be good, was destroyed. Now, did they take any goods in the Beretania street warehouse that was not in sound condition?—A. No, sir.

Q. Nothing but that was in sound condition?—A. No, sir; except in as far as they could.

Q. In case they were smelling loud, or anything of that character, any damaged goods or leaking kegs in there?—A. No, sir. Anything that showed a sign of leak or damage, we refused to take charge of it; and many of the goods were returned to the store where they were taken from.

Q. Was it your custom to accept the parties? Do you know of this instance where Shimamoto and their respective agents had any notice of their goods being stored in the Beretania street warehouse?—A. I can't swear positive as to that, but we were very careful in delivering the goods and taking possession of them. We were shorthanded in the warehouse. I presumed that Shimamoto would be notified. We were short of space.

Q. You were short of space for storage; these goods that were stored there at the early stages of this period, would you take any steps—did you make any attempt—to restore the goods to the owner? What would the owners do? Did they apply to you at the time—at any time—for the restoration of the goods?—A. Yes, sir; we were frequently seeking the owners of merchandise to deliver goods to them just as soon as the board of health would permit us to do, or as soon as they would get possession and a team to deliver them.

Q. Was that after the goods were stored and some little time after?—A. Immediately.

Q. You do not recollect any goods that were stored of Shimamoto after they were taken to the warehouse on Beretania street?—A. No, sir.

Q. Do you know who kept the receiving book at the Beretania street warehouse?—A. I know the man, but I can't recollect his name just now; he is in town.

Q. Do you know where he was working?—A. He was employed by the Honolulu Tobacco Company; I can not seem to get his name.

Q. Do you know whether the same man kept the delivery book at the Beretania street warehouse?—A. Yes, sir.

Q. The same man?—A. Yes, sir.

Q. I want to ask you one more question: The methods that the committee—the merchants' committee—adopted for the management of this warehouse. Would it be possible for goods that were in the warehouse to reach any other party but the rightful owners?—A. No, sir.

Q. And in every case that there was a delivery there would be a receipt for those goods?—A. Yes, sir; in all probability given by the driver.

S. SIGI, recalled.

MR. BALLOU. When the goods that were taken from your store to the Aala warehouse were returned to you where were they returned—where were you receiving for?—A. Receiving in the warehouse in Kakaako.

Q. When were these goods taken away delivered back from the Aala warehouse to that warehouse in Kakaako?—A. I don't remember; there was so much excitement prevailing I don't remember the date.

Q. Was it shortly after the great fire or sometime afterwards?—A. Well, it might have been a month or two; I can't say.

Q. Were you in charge of the Shimamoto warehouse at Kakaako during the time that these goods from the store were returned from the Aala warehouse?—A. Not myself, but a man named Tansaki.

Q. Did you at any time inspect those goods which were returned from the Aala warehouse so that you know what goods they were?—A. Yes, sir; I inspected them.

Q. Can you say of your own knowledge whether all the goods that were returned to the care of Mr. Shimamoto from the Aala warehouse were goods which had been taken from the store, or whether any portion of the goods which were returned to Mr. Shimamoto were goods taken out of the warehouse which is the subject of the present claim?—A. There was no goods which originally came from the warehouse; all the goods belonged to the store, out of the store.

Q. You say that of your own personal knowledge, your best opinion from personal inspection of the goods?—A. Yes, sir.

Q. Could you distinguish the goods that were in the store from the goods that were in the warehouse?—A. As I told you once before, the goods was entirely different from the ones in the warehouse; in the store, entirely different.

Q. But you have testified that you had some kegs of shoyu in the store, and there were other kegs that was in the warehouse; could you tell one from the other?—A. I told you once there might have been four or five kegs as a sample lot in the store; that is all.

Q. But if you have identically the same article in the store which you had in the warehouse could you tell one from the other?—A. No, sir; I could not tell.

Q. Why, of course you could not tell.—A. No, sir.

Q. The goods in the warehouse and the store bore the same mark, did they not?—A. Yes, sir. Those in the store were kept in there for samples, and were of the same character as the goods in the warehouse.

Q. Then this 300 packages of goods that were returned to you, were they samples of the general merchandise kept in your store?—A. No. I said there was only two or three kegs sample lots—two or three lines of rice and general merchandise in the store.

Q. Did you carry any insurance on the merchandise?—A. No, sir.

Q. You mean the merchandise in the warehouse and the merchandise in the store?—A. No, sir; no insurance.

Q. Is it not the custom of merchants to have their goods insured?

MR. BALLOU. I object. Counsel is, simply by general inference, trying to rebut the particular statement which has been made, and I submit that it is not relevant to this inquiry, after the man has stated,

not only to-day, but the other day, if Mr. Andrade has forgotten. I submit it is not relevant to go into the question whether it is customary for the Japanese merchants to do it, after a particular question is asked, and then in a general way to find out what the general course of conduct was. I submit, in this particular case, it is going too far.

The CHAIRMAN. I think there has been enough said. My recollection is the same question was propounded before—whether he was insured, and the answer was no. I think you propounded that question before—if it wasn't customary for the Japanese to insure. I take exception with Mr. Ballou further in the examination of Mr. Wakefield, because everything that was said by Mr. Ballou and was brought to the attention of the attorney for the government I thought it was very valuable information.

Mr. ANDRADE. I will withdraw the question.

C. KEISER, called and sworn.

Mr. ANDRADE. Mr. Keiser, were you connected with what is called the merchants' committee here during the plague?

A. I was.

Q. How long were you a member of the committee?—A. Well, from the origin until it went out of existence.

Q. When was the committee organized?—A. The 1st of January.

Q. Of what year?—A. 1900.

Q. By what authority?—A. By the merchants of Honolulu. The merchants appointed the committee and tendered our services to the president of the board of health, who was President Cooper at the time.

Q. What was the nature of the duties that you had to look after?—A. We served trying to save such things for the people that were burned out, that were in the burnt district, and save as much as possible and keep them stored until after.

Q. Did you have a warehouse at your hand?—A. We had.

Q. Where was your warehouse?—A. One at the Union Feed Company's and the Aala warehouse, and also the California Feed Company's warehouse.

Q. Where was it?—A. On Beretania street.

Q. Opposite to the hospital?—A. Yes, sir.

Q. How long did you have that Beretania street warehouse?—A. But a very short time.

Q. When you gave up that warehouse, what did you do with the goods that were in there for storage?—A. There was only three or four parties, to my recollection, whose goods were stored in there.

Q. Could you say whose they were?—A. Well, the principal bulk of them was Pajini's, and some goods that belonged to Harmonos; I can't recollect; but if I remember, there was some of Shimamoto goods in there.

Q. Could you refresh your recollection whether or not there was a large quantity of the goods belonging to Shimamoto or simply a small quantity?—A. That I can't say; I think it was a small quantity; I can't tell you exactly how much; we never had charge of these goods; you see Shimamoto had the first fire which took place—was in the Ahlo block, and Shimamoto had his warehouse, and this warehouse was accidentally destroyed, and a great many of the goods were damaged; to what extent I don't know. The government wanted those goods removed. Some of the Shimamoto goods were dumped out at sea; some

of the packages were apparently in good order, and they were taken to the Beretania street warehouse. This first fire happened before his committee was in existence. On the strength of this fire this committee was organized, because the goods were just simply thrown out in the street and a good deal of loss, and for the protection of the merchants we formed this committee. Of course the government did their own carting; they sent some of these goods which they considered good. They sent them to the Beretania street storehouse. We asked permission to send them, and they gave them permission; we never had charge of them.

Q. You were really in possession of the warehouse where the goods were taken?—A. Yes, sir; we had charge of the warehouse.

Q. After the goods had been taken to the warehouse?—A. That was the first time, when we organized. Sunday, I think, was the 1st of January, and before we got things started they commenced to cart these things away. On Saturday, I think, they started to move, and this was our first warehouse that we rented. In the meantime the government—I think there was some shoyu that went into that warehouse.

Q. But you were in possession of the warehouse when the goods were taken from it?—A. Yes, sir.

Q. Now, when you gave up that warehouse, what became of the goods that were in the warehouse?—A. I should say that Shimamoto took those goods, because we had a man at the warehouse who had charge of it. I know that Shimamoto must have taken the goods out of that warehouse, because the man was entitled to his goods, and nobody else would take them.

Q. What makes you think that Shimamoto took those goods?—A. Because, as I say, we had goods there for two or three parties and they got their goods, so I should infer that Shimamoto got his goods. Those parties in there got their goods and I don't see why Shimamoto didn't get his; they were all marked.

Q. Was there any possibility of anybody else appropriating those goods?—A. No, sir; I don't think so.

Q. Was there any possibility that those goods might have been taken to the Beretania street warehouse or the Aala warehouse?—A. I doubt that very much.

Q. You don't think there was any possibility?—A. No, sir.

Q. Could you say who was in charge of the warehouse?—A. A man by the name of Plunkey had charge of the warehouse. He went down to the Philippines since then and then went to New York, I understand; but at the start there was a man by the name of Gottleman; he had charge of the Beretania street warehouse, and since this morning, while I was at the court room, I went to see the man. He is working for Remy & Co. I was told that he was sick and I went up to the California House, where he is staying, and couldn't find him; so I didn't find him. I wanted to fix whether he delivered these goods to Shimamoto.

Q. He works for what company?—A. The cigar store. He had charge of the warehouse at the time and I thought perhaps he would know.

Q. Is he a German?—A. No; he may be, by that name, for all I know.

Q. It was then a common thing for your committee to return goods that were not perishable goods to the claimant?—A. We returned

goods; suppose they made application. Some of those people started in business much sooner than others did, and we were cramped for room. This was really at a time when we didn't want the Aala warehouse; we were anxious to get rid of some of these goods. Paynias's goods were removed from Smith lane up to the Beretania street warehouse, whether he couldn't rent the warehouse, as it was I gave him permission. Shimamoto was on the outside. I think some goods were saved; I couldn't say. The matter was in the government's hands. If I remember right, his goods were standing right in the front part of the warehouse, and, if I recollect right, he was on the outside. There was some goods shipped by Shimamoto right from that warehouse, if I can recollect right.

Q. What have you in mind?—A. This Aala warehouse in Ahlo's block, where some of the goods were moved by the government over to the Beretania street warehouse.

Q. Do I understand that Shimamoto may have shipped some goods from the Beretania street warehouse away from the island?—A. No, sir; there was a good deal of Shimamoto's goods, Japanese goods for quarantine camps, such things—I didn't know their business—but there was a good deal of goods that changed hands; I think that some of the goods went out of it.

Q. Who received the proceeds of such sale or disposition?—A. We had nothing to do with the selling part; we just simply held the goods in custody for the people at any time they were ready to receive them to take them; that is all.

Q. These goods were in the hands of the board of health when they were put in there? Did you see Mr. Brooks? Were you consulted at any time by Mr. Brooks as to the reception of the goods of Shimamoto, as to Shimamoto's goods in the warehouse, do you recall?—A. No, sir.

Q. Then if new goods were shipped out of the warehouse, or taken out of the warehouse and distributed around the city, who would receive the money that was received from the sale of such goods, if any was made?—A. Shimamoto, of course.

Q. You say that some goods were shipped by Shimamoto from this warehouse?—A. I can't say that positively; but we kept the goods stored, that shoyu the different grades; that was Hamanos, and this was Skojima, and this was Shimamoto.

Q. Those are the only three that had goods in the Beretania street warehouse?—A. Yes, sir; to my recollection.

Q. How long were they in the warehouse?—A. Well, we had charge of the warehouse just about one month.

Q. The goods were taken out just before the expiration of your time. Were the goods all taken out before you gave up possession?—A. I don't know whether Shimamoto took out all of the goods or whether he did not. He knew that the goods were in the warehouse.

Q. How do you know that he knew it?—A. Well, his man was on the outside and his man knew that the goods were there.

Q. What man was on the outside? Can't you speak more definitely as to the individual who received the burden, that represented Shimamoto immediately after the fire, that would have knowledge of these goods and could possibly tell that the goods were Mr. Shimamoto's?

Do you know his name?—A. I don't know his name; but it is the store kept by——

Q. Would you know him if you were to see him?—A. Yes, sir.

Q. Will you see if you can pick him out?—A. No, he isn't there.

Q. Was he in Shimamoto's employ?—A. Yes, sir.

Q. Is he now?—A. Yes, sir; he is in his employ.

Q. He wasn't the manager?—A. No, sir.

Q. Was he the bookkeeper?—A. No, sir; he does the general store work.

Q. Does he speak English?—A. Yes, sir; he speaks English.

Q. Did you talk with him personally at any time that you recall as to that warehouse and the goods?—A. No.

Q. That had nothing to do with that part of the goods at all, but that came into your knowledge by having charge of the warehouse?—A. They were simply stored there by the government—by the board of health. We had no records or anything else.

Q. But did you have as to these other parties?—A. We were not organized at the time when Shimamoto's house was burned.

Q. But you were organized when Hamano and Skoyimo was there?—A. Yes, sir.

Q. And you have a more accurate record of their goods?—A. Yes, sir; of those goods; yes, sir.

Q. Than you have of Shimamoto's?—A. Yes, sir.

Q. You recollect of seeing Shimamoto's goods in there, too?—A. Some of the goods.

Q. You don't know how much there was?—A. I can't tell you.

Q. What was the condition of the goods as far as being damaged or otherwise—their appearance?—A. I don't think there was much damage to those goods that were there.

Q. Can you recall any particular class that was there that belonged to Shimamoto?—A. Only shoyu.

Q. Did you see any crated crockery?—A. No, sir.

Q. Considerable number of crates?—A. No, sir; I can only say positively that I saw some shoyu there; how much I don't know.

Mr. BROOKS. Well, you saw only a few of Mr. Shimamoto's?—A. Yes, sir; I seen drayloads and drayloads come down to the wharf to be dumped. They were usually from Shimamoto's warehouse, from Ahlos lot warehouse in the rear of Ahlos lot.

Q. Do you know anything about that warehouse, whether or not there was an immense amount of goods there or not?—A. I understood at the time that there was \$8,000 worth of goods in there.

Q. In the Ahlos warehouse?—A. Yes, sir.

Q. Now, it would be possible or even probable, would it not, for shoyu that had been fresh and gotten heated in that warehouse and taken from the Beretania street warehouse, and isn't it possible that the board of health would destroy it?—A. No, sir; that was not destroyed by the board of health.

Q. It was not?—A. No, sir; it was not. I don't think the shoyu that was taken from there was damaged.

Q. Now, are you positive from what probably occurred, or outside of your own absolute knowledge as to what generally took place, or what probably occurred of your own positive knowledge?—A. I can only tell you that I had nothing to do with those particular goods in

the warehouse, that that I have seen was apparently good and in good condition, and we have handled so many other tubs for other people that were returned to them, and they seemed to be in good order, and I infer that these were in just as good.

Q. That is merely a matter of inference on your part?—A. That is all I can tell you. I have never examined this shoyu; I have never had anything to do with it any more than I saw it there in the warehouse.

Q. And it is nothing more than mere inference that Shimamoto ever got it again?—A. That is all that I know.

Q. Now, it is almost improbable that any of that was ever taken down to the Aala warehouse from the Beretania street warehouse?—

A. I am positive it was not taken—this which Shimamoto had in the Aala warehouse.

Q. Could any of the merchandise that had been taken to the Beretania street warehouse?—A. No, sir; all of those goods down at the Aala warehouse came from his store on the opposite side of the street, and those were moved down to the Union Feed Company's warehouse and then taken out to the Aala warehouse. The goods from the store were all saved, even the fixtures, and they were not mixed at all—the Beretania street from the Ahlos warehouse—with the store goods at any time.

Q. Now, you say you kept books there; that your committee kept books there at the Beretania street warehouse; didn't they?—A. We didn't keep books of the Shimamoto account.

Q. Was there any book showing how much you received, and who got it, and where it went to?—A. No, sir.

Q. You know that as a fact, do you?—A. Yes, sir. Once Mr. Gottleman, who was there to receive Pajmin's goods, and delivered the goods, might have delivered them to the expressman also.

Q. Then those books; what were done with those books; who turned them over when your committee ceased to operate?—A. Mr. Plunkeski; he had charge of the warehouse, and after the plague was over, or just about the time that the plague was over, he told the board of health, the president of the board of health, that he would take charge of this watch and deliver a good many of the goods from the warehouse. There was only remnants left, and we told the president of the board of health to take charge of that work at the Aala warehouse, which was the only warehouse that was left, and to retain Mr. Plunkskey. He had charge of all of the goods.

Q. Now, you have stated in regard to the number of packages of shoyu that was safe; you say that Payjima had a great many and that Harmano a great many, and Mr. Shimamoto had a few taken from there. I don't expect you to remember the exact number, but would you tell me your best judgment just about the number of packages you stated a few; about how many of Mr. Shimamoto were taken in the Beretania street warehouse, may be 200 or 300, may be 400, or it may have been less?—A. Well, I can't say positively, but I think there were 200 anyhow.

Q. Do you know whether or not there was a book kept there when that stuff was taken in by anyone? When it was received at that warehouse, if some one called there and said he represented Shimamoto and came for that merchandise supposed to be there, wouldn't they take a receipt from the man that called to get it?—A. For that reason I want to see Mr. Gottleman to know positively before I answered

that question whether he might have taken a receipt. I think we told him at the time it was put in there by the board of health if he did it he did it on his own responsibility. I don't think he was told to do it.

Q. The board of health had charge of that?—A. As a fact, they rented the warehouse. We didn't have our men there when these goods were taken there to that warehouse. We had nobody there about the warehouse, and the goods were just thrown in.

Mr. PRATT. And thrown out?

A. The goods stayed there for some time.

The CHAIRMAN. You say that the merchants' committee were in charge of the warehouse; they were the ones that ran it?—A. Yes, sir.

Q. Do you mean to state as being within the judgment of that committee that you would make a statement here that they would receive goods, and that nobody was authorized to give a receipt or take the goods—is that the manner that you conducted the delivery and reception of the goods at those warehouses?—A. The committee was agent voluntarily for the best interest of all. At the same time we couldn't hold ourselves responsible for any number of packages that we might have received if not deposited afterwards. We just took them in custody; whatever was there belonged to outsiders.

Q. Didn't you say that you were responsible for 100 cases if they were brought there?—A. Just so; I gave my receipt for 100 cases; we didn't know the contents of any package.

Q. Didn't you say that if a man brought 100 packages—is there any responsibility in giving him a receipt for 100 packages?—A. Yes, sir; I would give my receipt.

Q. Did you count them?—A. No, sir.

Q. What were you there for?—A. To take charge of the warehouse and to take charge of the goods. We couldn't tell what they were; we could tell what they were, whatever there was in those goods. You must remember that this one particular instance, in the other instance where we had to vacate some three or four times.

Q. I am not speaking of the Beretania street warehouse, where goods went, and went out very shortly afterwards, but your colleague, Mr. Wakefield, testified that there was a receipt to the regular wagons moving things of Shimamoto, and in every case that it was identified with the mark, and receipts were given for it, and when the goods went out of the warehouse also receipts were given, and they would have to identify the mark. Have you any recollection of such a thing?—A. Mr. Plunkskey knew all of the trade-marks. I told you we didn't have anything to do with the Shimamoto goods; they were turned in by a drayman without our knowledge, without our taking any account of it; they came early, before we were really organized.

Q. But you let them go out again after the warehouse was in the charge of your committee, after the goods were in there. Would you let anybody come and take those goods off if the warehouse was in your charge?—A. Well, certainly.

Q. You would?—A. Yes, sir.

Q. Without giving a receipt?—A. I have the receipt for the other goods. I don't know these particular goods of Shimamoto.

Q. I am speaking of the goods of Mr. Shimamoto. I ask you as a member of that committee in charge of that warehouse, representing the merchants of the city of Honolulu, that you would let anybody

come and take those goods out of that warehouse and not stop them without giving a receipt?—A. I can not say that the man did not keep a receipt.

Mr. DOLE. Could anybody that didn't represent Shimamoto, could they come in there?

A. No, sir.

Q. You spoke of a storekeeper. Would you be able to secure for the information of this commission the name and give it to Mr. Andrade of that storekeeper, so that he can identify him, so that we can have his evidence on this at the time and shortly after, at the time these goods come into the possession—these goods of Shimamoto—came into the possession of the merchants' committee, and whether in their custody that he had some conversation with this storekeeper?—A. In this case of the Beretania-street warehouse, Mr. Payjimo, whose goods were there in the warehouse—he done business there, and the man started in right there to do business right from that stand.

Mr. PRATT. Is it possible that he sold out some of Shimamoto goods?

A. No, sir.

Q. Could you identify any of these persons whom you say that you saw about there who is in the employ of S. Shimamoto, around about the warehouse, do you think you could identify the name if we repeated it to you?—A. The man that had charge of the warehouse would be more likely to tell you than anybody else.

Q. O. Taka, that is the person; a small man that speaks English?—

A. He was the one that had charge, and I think he did the shipping.

Q. What connection had this man to do with Mr. Shimamoto's business?—A. Mr. Shimamoto wasn't here at the time and this man sort of supervised the business.

Q. Did you see Mr. Seji around there at all?—A. He was down in the main store, sometimes managing the business and making packages.

Q. He is your English-speaking clerk?—A. No, sir.

Q. Mr. Pratt asked you the question, Was Mr. Segui around the warehouse?—A. I have never been there; just dropped in to see if the work was done.

Q. And you never saw him around there?—A. No, sir.

Q. This man that you speak of, you heard this man that you speak of, Ozaka—would he be the principal man himself in the absence of Mr. Ozaka?—A. No, sir; he was just working, managing the accounts and work.

Q. Who would be, in the absence of Mr. Ozaka, the principal man to transact the business?—A. In the absence of Mauramoto, the bookkeeper, at the time he was in quarantine.

Q. He was in quarantine, the bookkeeper was?—A. Yes, sir.

Q. Would this other man that took charge, would he have anything to do with it?—A. If he was outside of the quarantine, the work, he is the messenger of the house.

Q. He would do some of the shipping, wouldn't he?—A. No, sir; there was no shipping, because at the time it was during my absence and there was no shipping.

Q. Did this thing follow every day while you were absent?—A. Delivered around town, a few tubs around town.

Q. Who did that work while the bookkeeper was locked up in quarantine?—A. During my absence there was no goods to be shipped or delivered. When I came back from quarantine Mr. Keiser told me

that the goods in the warehouse is ready to be delivered to him; I had no store nowhere, so I shipped received from Mr. Keiser, and my goods went into the Aala warehouse.

Q. I want to know, Mr. Keiser, if Mr. Otaka or the representative of Mr. Taka, that he would give an application to take any of these goods?—A. If Taka had made application to the warehouse man, and the warehouse man might have some of those goods, would the Shimamoto goods, would they have been delivered to Taka as representative of Shimamoto?—A. Yes, sir.

Q. Now, why would you deliver those goods to Mr. Taka, Mr. Keiser?—A. Because I have personal dealings with those people, and I consider Taka more than a messenger; he does the buying and does the shipping, and when Mr. Segui is here sometimes, but Mr. Taka keeps the thing straight, but Mr. Suigi is really the man—the chief book-keeper.

Q. You have had personal dealings with this man Taka?—A. Yes, sir.

Q. Before and since the fire?—A. Before and since the fire.

Q. As I say, at the time—Mr. Suigi wasn't here at the time of the fire?—A. He did all of our dealings, and took away the goods from that store on Nuuanu street.

Q. So that if Mr. Taka had called for the goods you would have been perfectly willing to give them to Taka?—A. Yes, sir.

Q. And the manner in which you conducted this warehouse system, was there any possibility of goods reaching any other person than the rightful owner?—A. With the exception of that one lot of Shimamoto's, I would say no, because to my knowledge that every dray load of goods aside from Shimamoto's was taken and receipted for, everything; but in this case of Shimamoto's there might have been a receipt given for the receipt of his goods, I can't say.

Q. Well, you testified a while ago that the goods were worth about \$8,000. Now, what goods were those?—A. The whole warehouse, as it stood at the time. I never have been in the warehouse. I understood that warehouse was full of goods. I have seen a good many drays piled up with the goods during the time of the taking of those goods away, and the biggest bulk of those goods was Shimamoto's, and they were dumped out in the sea.

Q. Now, do you mean the goods that were in the warehouse after the fire?—A. After the fire, the damaged goods, as I understand—as I say, some of the goods were damaged and some of the shoyu; the good goods were taken to the Beretania street warehouse.

Q. How do you fix the valuation at \$8,000?—A. The whole contents of the warehouse at the time of the fire there was supposed to be \$8,000 worth of goods.

Q. How do you fix that valuation? Who do you understand that by?—A. That is what I understand.

Q. Just the general valuation?—A. Some one told me.

Q. Could you say who that was?—A. No, sir; I don't remember.

Q. Do these people owe you any money?—A. They do.

Q. Do you know whether Shimamoto has any other store on this island or elsewhere, where that could be shipped?—A. He has several stores in the country.

Q. You mean on the islands adjacent to the island where Honolulu is?—A. Some on this island.

Q. Did he have the other store at the time of the fire?—A. He had some.

Q. Where?—A. I think there is one at Waialua and one out here.

Q. He had those stores at the same time he had the warehouse?—A. Yes, sir.

Q. Do you know whether those stores were supplied from this warehouse?—A. I don't know.

Mr. BROOKS. He is considered a big merchant?—A. Yes, sir.

Q. And do you keep a general account with the Japanese business—that is done by the different Japanese houses?—A. No, sir.

Q. You don't know whether there is any increase?—A. It seems that all of them have had a big stock of goods at that time on account of the annexation on June 14. I was surprised at some of the stores that were injured—the amount of stuff and China stuff.

Q. On account of the annexation, in anticipation of the higher tax?—A. Yes, sir.

Q. Do you know whether in Japan there was any cause for the increased emigration?—A. That I can't tell.

Q. Don't you know that a great many Japanese laborers came to this country in 1899?—A. There was quite an influx; I don't know how much.

Mr. ANDRADE. Do you believe the influx of laborers, immigration, was to such an extent that it caused Shimamoto's business to rise from \$3,000 to \$8,000 or \$10,000 in one year?

Mr. BALLOU. You mean the value of the stock on hand?

Mr. ANDRADE. For one year. From three-thousand stock on hand to ten thousand.—A. That depends, at times. Sometimes the Japanese store will run their stock low, and when a big shipment comes in fill it up. It doesn't always run even.

Q. With the influx of labor and other conditions, would it be so great as to cause his business to increase from \$3,000 to \$10,000 in one year?—A. I know this, judging by the other warehouse, Wy Sugo that in the removal those people carried an immense stock of goods and you will see that, by referring to the warehouse book, by the stock, it seems that the stock run pretty even.

Q. What would you think the increase of the business under the conditions at that time—that it was increased from \$3,000 to \$15,000 in one year?—A. You was first speaking about the increase of the stock from three thousand to ten thousand; now you are talking about the business.

Q. No; the increase of the stock is what I mean.—A. From three to ten thousand in one year.

Mr. BALLOU. If there is any testimony in this case of that—the proposition is Mr. Shimamoto paid taxes on \$3,000, and then in this first of last December—December, 1899—there is a claim for \$106 particularly for goods in the warehouse, and some goods with which you are familiar in the store besides—would you think from the existing conditions—would you think there was anything improbable from the state of affairs, or should you think it was warranted by the general state and condition of things that you have testified about?—A. I think, as much as I know of the business relation, that the man was doing some business at the time, that his purchases were larger than the purchases of the year before, that the business was on the increase.

Q. But the amount wouldn't be \$10,000 if he has \$3,000 stock in there?

Q. The question of the increase on the 1st of January on the \$3,000 and then the last of December of the same year, assuming him to have a stock of \$10,000 in this warehouse—anything improbable in that?—

A. I don't think so; I don't know whether there was \$10,000 in the warehouse; I can't say; I can only go by the value of the goods that were in there. I know there were quite—at least 30 or 40 dray loads carted away from there.

Q. When will that witness be here?—A. I can't tell you, sir.

The CHAIRMAN (to Mr. Andrade). When will that other witness be here?

Mr. ANDRADE. I can't tell you.

Mr. BROOKS. He went over to Kauai on his own affairs, and I can't tell you when he will return.

Q. What part of the island of Kauai is he on?—A. Lihui.

Q. Is he in Mr. Shimamoto's employ?—A. Yes, sir.

The further hearing of this matter is continued until 2 o'clock p. m. this the 12th day of June, 1901.

AFTERNOON SESSION.

J. PIVER, called and sworn.

Mr. ANDRADE. Were you connected with—what position did you hold in the merchants' committee during the month of December, 1899, and the early part of the year 1900?

A. Well, as to those dates, I don't believe that I was working for the merchants' committee in December. I think I commenced later.

Q. When, do you think?—A. Well, I wouldn't say; it might have been in January.

Q. Nineteen hundred?—A. Yes, sir.

Q. What was the nature of your duties?—A. Well, I was employed by the merchants' committee and stationed at the Aala warehouse. I was there simply as an assistant to Mr. Plunkesky, who was in charge.

Q. And as an assistant to Plunkesky, did you have the immediate charge of the warehouse, or did Plunkesky have charge of the warehouse?—A. He had charge of the warehouse. I was simply to help him. It was more than he could do, and I was there to help.

Q. Do you know whether or not any books were kept—any records of what was taken out? Was there any record kept of those transactions?—A. Well, there was a kind of a record kept of them. If you got hold of the books you would be able to trace everything that went in there.

Q. Were they accurately kept?—A. They were done in shipshape; everything was handled properly. The stuff was hauled there by different trucks and drays and simply left there and checked in and entered into the book.

Q. How would you identify those goods?—A. Well, they were all marked there with the full name of the party that owned them; he does the shipping and marked them with initials.

Q. Did you assist in keeping this record?—A. Yes, sir.

Q. Now, do you remember this book marked "Ledger?" I refer to the small leather book marked "Ledger."—A. No; I don't remember of ever having seen that book before.

Q. Then you can not in any way identify the book as being one of the books kept at the Aala warehouse?—A. No, sir; I never saw the book before. I wouldn't say that I recognize the handwriting. It

looks like handwriting that I have seen, but I don't know; I wouldn't identify it.

Q. Is it Plunkesky's handwriting?—A. I can't say; I haven't seen any of his handwriting for a long time.

Q. Were you at any time connected with what is called the Beretania street warehouse?—A. No, sir; never had anything to do with it; that was before my time.

Q. Now, do you recognize that book, that canvas-covered journal?—A. I know that book.

Q. Who kept that book?—A. I guess that I kept a good deal of it, and Plunkesky kept a good deal of it. Nearly all of this stuff is in my handwriting. All of that is my handwriting. I don't know anything about that.

Q. Do you remember, while you were connected with the Aala warehouse, of a party by the name of Shimamoto having goods there?—A. The name is familiar—Shimamoto, Shimamoto—there were many of them, but I think I remember his name.

Q. Well, if you were to refer to some of the receipts which you got from Shimamoto for certain articles which were taken from the warehouse, would that have recalled to your mind what they might have been?—A. No; that would be in here.

Q. That wouldn't recall to mind?—A. Although that stuff is there there would be here no charge; this book is where the articles were merchandise, general merchandise, and the goods contained in stores entered as merchandise, and where they are personal effects they are entered as effects—household furniture.

Q. Most of the entries in that book are so many packages of merchandise?—A. Well, that means general merchandise.

Q. Now, in referring to this particular claim, if I was to show you the receipts could you say whether they were packages of dry goods or kegs of shoyu?—A. The stuff is all entered as merchandise.

Q. Could you say what the majority of the packages contained?—A. Well, I don't remember of ever having seen a tub of shoyu down in the warehouse; I can't remember of ever having seen any.

Q. What was the greater proportion of the goods in that warehouse were they dry goods or canned goods?—A. There was everything. I think there may have been dry goods and anything else; there was quite a lot of provisions, dry goods, personal effects, and household furniture.

Q. What was finally done with all of the goods that were in there in that warehouse?—A. I can't tell you, because Plunkesky left there before the summer—around June; in June, I think, we left.

Q. And there were still goods at the warehouse when you left?—A. When we left there was very little merchandise; only personal effects and household effects.

Q. Was the majority of the stuff there when you left?—A. Very little stuff when we left.

Q. Under the system by which you conducted that warehouse was it possible for any goods to reach anybody but the rightful owner?—A. No, sir; because the manner in which the place was conducted was this: If a man had stuff in the place he would go to Humbert or Mr. Wakefield, or Theo H. Davies, and they would identify him and give him an order on Mr. So and So, which we would receive, and without

that order we never delivered any merchandise. Personal effects and household furniture we would deliver, but not merchandise.

Mr. PRATT. You identify that as the book that was kept?

A. Yes, sir.

Q. Was there any other book kept than that? Did they keep a receipt book, or is this the only book that they kept?—A. To the best of my knowledge that was the only book that was there—that was kept there for that purpose.

Q. Any receipt given out to the parties that would bring goods—a cart load of goods came up there, you would take them in?—A. The stuff that the owners didn't bring up there to the warehouse they were brought by the board of health drays. This stuff, when it was in there, we would take it and put each man's stuff by itself; it was all marked.

Q. No receipt was given?—A. I never gave any receipt. I don't remember of Plunkesky giving a receipt, he may have given a receipt before I came; he was there some time before I came.

The CHAIRMAN. If Shimamoto had any goods in there, in that warehouse, he couldn't get them out without signing a receipt in that book, could he?

A. No, sir.

Q. And you don't know anything about the Beretania street warehouse?—A. No, sir; I never knew such a place had been in existence; I have no personal knowledge of it.

Q. Do you know whether any goods were transferred from the Beretania street warehouse to the Aala warehouse?—A. Yes, sir; I know that from having heard Plunkskey say so; of my own knowledge I don't know.

Q. It wouldn't appear any differently in that book whether they came from Chinatown, the Beretania street warehouse; no way of identifying that?—A. No, I don't think so; it is a long time ago, "January 31, 53 packages, marked 'O. K.'; one dray load."

Mr. BALLOU. We offer in evidence the letter from Shimamoto to the board, dated "January 5, 1900. To the board of health." Indorsed "This claim filed by Attorney F. M. Brooks, transmitting a copy of the claim." It is marked "Exhibit A." We will show that claim has been in the board of health since that time——

The further hearing of this matter is continued until Monday, June 18, 1901.

JUNE 18, 1901.

MORNING SESSION.

Mr. BROOKS. We desire to deduct from this claim 560 tubs of shoyu at the market price, that is 12 cases, and 12 cases of porcelain at the market price here.

Mr. ANDRADE. Do you admit, will you admit, that all the goods in the Beretania street warehouse, all the goods placed there came from the Nuuana street warehouse?

Mr. BROOKS. If you have any means of showing any more than that we will not admit the entire amount; 560 tubs from the Beretania street warehouse we found the date we delivered, and we ask that be deducted and make no claim for that.

The CHAIRMAN. When did they take this Beretania street warehouse? Some time about the first of March, about three months afterwards?

Mr. BROOKS. Well, Mr. Segui was in Kauai? No, Mr. Segui was acting on the Japanese committee, on quarantine business, and had nothing to do with the removal of the goods from the warehouse, the Kakkaako warehouse. He never was at the Beretania street warehouse. We have Mr. Otaka and Segui, and we desire to examine Mr. Otaka.

Mr. ANDRADE. I will insist upon the examination that you took away from the warehouse all the goods that was placed there.

Mr. BROOKS. What we receipted for we only took, nothing more. Furthermore, I believe absolutely that was all that was there. We just simply desire to admit what we got from there and nothing more.

This bill has not been changed since it was placed in the hands of the board of health, not a bill that has been manufactured. The claim is perfectly legitimate. We have kept the thing just as straight as we can; we find from what our own witnesses say; we come in and admit if the government can't prove anything else we are willing to admit anything that the government can prove. As we said, we are willing to admit anything that the government can prove. Then the government will not have to prove it. Anything which we find in this claim which was put in three days after the fire we desire to admit it and will give the government no trouble in proving it.

Mr. ANDRADE. I wish to offer in evidence this paper, which appears to me to be the inventory in the case and inventory of the goods that were in the warehouse at the time. We have not been able to show who prepared it, but in comparing the articles there are several different articles that correspond exactly with the inventory of the claimant, and in other particulars it bears an explanation as to the number of articles, as, for instance, the cases of canned goods that you remember some time ago the claimant claimed—256 cases; this shows 40 cases; tubs of shoyu—this inventory shows 682 cases and 924, and this claimant's inventory filed here an estimation they claim. We find in this inventory 344 to 472; mosa we find 323 to 210, and another article, katakuri, we find 630 cases and upward to 28 in this inventory, and beans we find 218 to 653. There are three different kinds of beans, now making the total figure of the beans 653. There is another article here which this inventory shows 3 to the other 41; there is also another article this inventory shows 4, and that inventory of the claimant 22. I wish simply to offer this in evidence for what it is worth.

Mr. BROOKS. Why do you wish to offer it?

Mr. ANDRADE. For the purpose of comparing the two articles. This wasn't drawn up at random; there is a person that could complete that we have something to go by. I think the court should give that considerable weight. Here are the goods that you admit the other side admits were taken to the warehouse—crockery.

Mr. BROOKS. Forty-five cases of crockery.

Mr. ANDRADE. This item 36½ in the inventory shows 45 cases of crockery, and all of this inventory marked as taken to the Beretania street warehouse. Mr. Weeden says it was shown to him, and he said it wasn't his handwriting—

Mr. BROOKS. I absolutely object to this being introduced in evidence for what it is worth. There is no court in the world that ever

allows evidence of that kind; it has got to be legal evidence. We will admit that this court is not quite up to the technicalities of hearsay evidence, yet the evidence—it must be legal evidence. The gentleman will remember there is no appeal from this court, and we are placed in that position. We are willing to admit anything that is reasonable, but I will ask you in all fairness not to admit a paper which is not signed by anybody, and which there is not the slightest proof that it purports to be anything; there is no evidence that it is an inventory at all, or that it was prepared by anyone, or by whom it was made, or when it was made, but they just introduce that and ask to admit it for what it is worth. I submit to any of you who may be attorneys that would be no kind of evidence. They offer no proof by whom it was made, or to what it refers, or when it was made. I submit that as far as tending to disprove the direct testimony of Mr. Weeden and the other gentlemen who were there and took the inventory and made the appraisement, I submit that it would be absolutely unfair to this claimant. We have no way of disproving it.

Mr. ANDRADE. I only offer it for what it is worth.

Mr. PRATT. The evidence shows that there were three appraisers that inventoried the property; one was Mr. Max Berger, one was Mr. Weeden; but I don't recollect that was the one that subscribed to that being an accurate schedule of the goods that was in that warehouse. Do you recollect that he identified that?

Mr. BROOKS. He did not identify that.

The CHAIRMAN. We all understand in this case, as well as in other cases, there is going to be more or less direct testimony, therefore the Commission have got something more to consider besides legal testimony that is brought before us; and I think, Mr. Brooks, it would be permissible, and it would be right and proper, to take this for what it is worth. I will admit that it is not direct evidence, consequently it must be considered as such; but you will admit that in the deduction of these claims, in the presentation of the evidence, and to adjudicate on these claims we are going to have a great deal of contention—that it will be as I said before. So far as we are concerned, we are here for the Government and claimant alike, and in the absence of direct testimony bearing upon this matter both pro and con—and I think in this case this can be admitted for what it is worth. Admitting that it is not direct evidence, as Mr. Brooks says, it may be referring to some goods in some other warehouse, while at the same time I feel certain that the Commission will do no wrong to admit it for what it is worth; we will only take it for what it is worth; it will in no wise prejudice the claimant's case, and it will be admitted in those words, for what it is worth.

Mr. PRATT. Can you show that it is in the handwriting of either one of those men? The Government will try to have to see if they can't identify it; it will be admitted subject to that course.

S. OTAKA, called and sworn:

Mr. BROOKS. By whom were you employed on the 31st of December, 1899?—A. Shimamoto.

Q. The claimant in this case?—A. Yes, sir.

Q. Do you know this warehouse on Nuuanu street?—A. Yes, sir.

Q. You may state whether or not you were quarantined at the time

that this warehouse on Nuuanu street was taken charge of by the board of health.—A. I was quarantined.

Q. Where was Mr. Segui at that time?—A. He was on Kauai.

Q. State whether or not Mr. Shimamoto had a warehouse in Kakaako a short time after this warehouse on Nuuanu street was destroyed.—A. He had.

Q. State how long after that—how soon after that—did you go to the warehouse in Kakaako.—A. In the month of February.

Q. Some time in February?—A. Yes, sir.

Q. Were you or not importing goods from Japan at that time?—A. Yes, sir.

Q. What became of the goods that you imported from Japan in the latter part of December, 1899, and in January, 1900; what became of those goods in reference to these down here?

Mr. PRATT. What is the object of this, because this is the list of destroyed; why don't you begin with the goods at the time of the fire and trace them, and see if he knows anything about that?

Mr. BROOKS. How soon after the destruction of your warehouse on Nuuanu street—that was on December 31, 1899—how soon after that did you learn that there was any of your merchandise in the Beretania street warehouse; do you know whether or not there was any merchandise taken from the Nuuanu street warehouse to the Beretania street warehouse that you knew of, or first learned it?

A. I don't know, sir.

Q. Don't you know when you first learned that there were goods in the Beretania street warehouse. How did you learn that there were goods there?—A. After I came out from quarantine I was told by Mr. Humbert about the goods in the Beretania street warehouse.

Q. Is that the first that you knew there were goods in the Beretania street warehouse?—A. Yes, sir.

Q. What were you doing at the time that Mr. Humbert told you that the goods were in the Beretania street warehouse?—A. At the time when I saw one of the drays which was piled upon the wharf, and when Mr. Humbert came around and told me that there was merchandise inside of the Beretania street warehouse; also that I should take it away; that is the way that I came to know it.

Q. And that was the first that you knew it; when was that, do you remember when that was?—A. I can't remember, the latter part of February or the first part of March.

Q. Now, then, in consequence of what Mr. Humbert told you, what did you do with this freight in the Beretania street warehouse?—A. I went to the warehouse and inspected the goods, and after I saw the wagon up there I got them, what goods were there.

Q. There was some shoyu?—A. And about 10 cases of crockery.

Q. How much shoyu?—A. I didn't count at that time when I went to inspect the goods, but when I got the goods by the information I found that there was 560 tubs of shoyu and also 12 cases of crockery.

Q. Is that the merchandise that was there belonging to Shimamoto?—A. That is all.

Cross-examination:

Mr. ANDRADE. What position did you occupy in Shimamoto's store?—A. Well, there is no fixed duty for me, but mostly receiving freight and sending out freight, and I did other work besides that.

Q. You had authority, did you not, to receive goods and to follow goods to any designation for Shimamoto, did you not, or ship goods?—

A. Yes, sir.

Q. You say in the latter part of February or the early part of March you learned of certain goods being in the Beretania street warehouse, and you took those from there to where?—A. By the expressman I sent the goods down to the warehouse at Kakaako.

Q. Did you sell any of the goods that were taken out of the Beretania street store or warehouse directly?—A. No, sir.

Q. Did you ever tell Mr. Segui that you had taken any goods from the Beretania street warehouse?—A. I don't think I did tell him about the freight that I received from the Beretania street warehouse, but at the same time I thought Mr. Segui knows until he came back from Kauai. That is the time that I was told that Segui never knew about it. I was really surprised, but I don't think I ever told him about it.

Q. Well, do your books, did the books of Shimamoto show that any goods had been taken out of the Beretania street warehouse or put in the Kakaako warehouse?—A. No; I just made out the memorandum of what I received from the Beretania street warehouse. I don't know anything about the time I made out my own memorandum.

Q. Does that date or did that ever appear on the books of S. Shimamoto?—A. I don't know about that.

Q. Had you any power to go for Shimamoto without his knowledge?—A. No, sir.

Q. Then, why did you take the goods from the Beretania street warehouse to the Kakaako warehouse and your store not know anything about it?—A. I told about this thing to Mrs. Shimamoto.

Q. What did Mrs. Shimamoto have to do with it?—A. Of course, all of those things went to Mrs. Shimamoto. I naturally told her about it.

Q. Did you not know that Mr. Segi was the manager of S. Shimamoto?—A. Yes, sir; I know it.

Q. Why did you not tell Segi instead of Mrs. Shimamoto?—A. At the time Mr. Segi was very busy on account of some meeting he had. It was about some Japanese fire and he used to come home late at night; many times I never saw him when he went, so I told Mrs. Shimamoto instead of Mr. Segi.

Q. On business matters, did you consult with Mrs. Shimamoto or the manager of the store, Mr. Segi?—A. I always consulted with both one or the other or either.

Q. Who was really the owner of the store, Mr. Shimamoto or Mrs. Shimamoto?—A. Owned by Mr. Shimamoto and Mrs. Shimamoto.

Q. Whenever it was necessary to employ a lawyer, who employed the lawyer, Mr. Shimamoto or Mrs. Shimamoto or Mr. Segi?—A. I don't know about that.

Q. Do you know when the fire claim, the claim for these goods, had been prepared?—A. When do you mean? I don't know what you mean.

Q. There has been only one action to present fire claims, has there not?—A. I don't know; I never worked with the lawyers and I don't know about those cases.

Q. Didn't you have anything at all to do with the preparing of the list, the claim that was going to be presented to the Government?—A. I have nothing to do with it.

Q. Did you not know that the Government was going to pay some of the claims for goods lost in the fire in Chinatown?—A. Yes; I heard about it.

Q. And did you not believe that Shimamoto was going to present a claim for the goods that he might have lost during the fire?—A. That all belonged to the bookkeeper and the manager; that is not my work.

Q. Did you not know that such a thing was being done?—A. Yes, sir; I am told.

Q. You were told about it?—A. Yes, sir; I heard of it.

Q. When you heard of it, did you believe it? Did you not believe that it was your duty to tell him how you had taken these goods from Beretania street warehouse to the Kakaako warehouse?—A. Yes, sir; it is my duty.

The INTERPRETER. He doesn't understand that.

Mr. BROOKS. I don't see the necessity of proving something that we have admitted; I think that is taking up the time.

Mr. PRATT. Mr. Shimamoto has testified no part of the proceeds in this case were ever returned to Shimamoto or came into his possession after the fire. It has developed now after that time there were certain goods returned to Shimamoto of which this man has personal knowledge. Now, of course it may not be possible to do that or this but was all the goods that was taken into the Beretania street warehouse at the time they were taken and subsequently transferred to Kakaako, but it doesn't seem as though Mr. Shimamoto knew, but Mr. Segi, acting as manager of Shimamoto, would have or should have some knowledge of such possession of the goods; they were shipped into the Kakaako warehouse, and when he comes to move these goods some 500 kegs of shoyu, it reflects somewhat upon Mr. Shimamoto.

Mr. ANDRADE. When you heard of this, did you not believe it was your duty to tell him that you had taken these goods from the Beretania street warehouse to the Kakaako warehouse?

A. I think it is my duty to tell him.

Q. Why didn't you tell him?—A. Oh, I told Mrs. Shimamoto first about it, and I supposed Mrs. Shimamoto would speak to Mr. Segi.

Q. On a big transaction did you consult Mr. Segi or Mrs. Shimamoto?—A. When Mr. Segi was there I consulted with Mr. Segi; when Mrs. Shimamoto was there, why then I spoke to Mrs. Shimamoto.

Q. When you knew that this claim was being prepared why did you not then tell Mr. Segi about the return of those goods to the Kakaako warehouse?—A. At the time I was at Kauai, when they were preparing that claim for this court.

Q. At any time when you knew that the claim was going to be filed for those goods, why did you not tell Mr. Segi?—A. Because there was no necessity; I understood right along that Mr. Segi knew it from Mrs. Shimamoto. That is why I didn't tell it. I believed that Mr. Segi knew it.

Q. Did you have any reason to believe that Mr. Segi knew it from Mrs. Shimamoto?—A. Well, because Mrs. Shimamoto is the owner of the store and Mr. Segi is the manager, and, naturally, I always thought that they had talked of such subjects as those.

Q. Did you know that Mr. Segi would appear here for Mr. Shimamoto instead of Mrs. Shimamoto?—A. I supposed so, but I don't know really; they are manager and owners; the stores here I didn't know.

Q. Now, in regard to the goods that was in the Beretania street warehouse, you testified that you didn't know—that you took away from there all the goods that were at that place, did you not?—A. No, sir.

Q. What part of those goods did you take away?—A. Only a barrel of crockery.

Q. What other goods did Shimamoto have there?—A. That is all; shoyu and crockery.

Q. Did you not take away from the Beretania street warehouse all the goods belonging to Shimamoto?—A. Yes, sir.

Q. Now, could you tell the court about how many packages of each article there was—how many packages of shoyu and how many of crockery?—A. Five hundred and sixty tubs of shoyu and 12 cases of crockery.

Q. You say that there were 560 cases?—A. When the expressman took the shoyu down to the warehouse in Kakaako the total I found to be 560.

Q. Have you any memorandum from which you can recall that?—A. No, sir.

Q. That is your knowledge from memory, then?—A. Yes, sir; that is only memory. I have got a slip of paper at the time; since then I found the last day.

Q. Isn't it possible that you might be mistaken—that it was 650 tubs?—A. No, sir; that was 560.

Q. I asked you as to the number of cases of crockery; how do you recall that?—A. The same way. I tried from the expressman and found out.

Q. You spoke naturally from memory of those?—A. Yes, sir. At the time I had a memorandum, but it is lost.

MR. ANDRADA. Isn't it possible that there were 36 cases of crockery there instead of 12?

A. No, sir.

Q. Then, if we could produce a document to the effect that there were 36 cases of crockery in that warehouse, that would be incorrect, would it?—A. Yes sir; that must be a mistake.

Q. In what part of the warehouse did you find the goods belonging to Shimamoto?—A. In the corner near the stable.

Q. Wasn't it inside of the stable?—A. Yes, sir; inside of the stable in one corner.

Q. Weren't these goods inside of four horses' stalls?—A. Yes, sir; and some outside of the stalls, too.

THE CHAIRMAN. Do you speak English?

A. Not very much.

Q. Do you speak English at all?—A. A little.

Q. Do you understand the questions that I am asking you?—A. A little—just a little.

Q. Did you ever buy any goods for Shimamoto from Heyman Brothers.—A. Yes, sir.

Q. Have you ever bought any from Hackfield & Co. for Shimamoto?—A. Yes, sir.

Q. Then you were authorized by the firm to buy goods from these various firms?—A. Yes, sir.

Q. Then you are the buyer for the firm of Shimamoto?—A. Not myself alone, but sometimes I act buyer and sometimes some of the other boys buy.

Q. Don't you do the most of the buying for the firm?—A. Yes, sir.

Q. When did you tell Mrs. Shimamoto about recovering these goods from the Beretania street warehouse?—A. Right after I came back from the warehouse I told Mrs. Shimamoto about it.

Q. Who made up the claim against the government here for the list of the goods, Mrs. Shimamoto or Mr. Segi?—A. I don't know anything about it; I am not the bookkeeper.

Q. Do you understand everything that I have been saying now?—A. Not all.

Q. Most of it?—A. Most of it.

Mr. PRATT. Where were you at the time of the fire when the warehouse was destroyed?

A. I was quarantined inside of the quarantine.

Q. Did you see any of the goods taken out of the warehouse?—A. No, sir.

Q. When did you get out of quarantine?—A. About the middle of January the same year.

The CHAIRMAN. Did you ever sign a note for the goods bought from any firm in town for the firm?—A. No, sir.

Q. Mr. Brooks, I will ask this question, as my memory serves me: Mr. Segi, the manager, testified here before this commission that this man, acting as messenger only for the firm, that he attached no importance whatever, no responsibility, as I understood, to the work that he did. He laid particular stress on the fact that he was a supernumerary in there.

Mr. BROOKS (to the witness). When you say that you go out to buy things of Hackfield and Davies, how did it happen that the firm should give you authority to go out and buy?

A. When Mr. Segi was here he would tell me to go out and buy, and Mrs. Shimamoto and sometimes the bookkeeper tells me to go out and buy.

Q. You may state whether the bulk of your business, the merchandise, is bought here or comes from Japan?—A. Yes, sir.

Q. Where does it come from?—A. From Japan.

Q. You say that you removed 560 tubs of shoyu from the Beretania street warehouse; was that all the shoyu stored there?—A. That was all of Shimamoto's.

Q. All that was stored in that warehouse?—A. Yes, sir; that is all that belonged to Shimamoto.

Q. Anything else; any more shoyu outside of that 560 tubs in the Beretania street warehouse?—A. There was plenty that belonged to some other houses.

Q. Did you remove everything else from that warehouse?—A. Twelve cases of crockery besides the shoyu, 12 cases of crockery.

Q. When were you put into quarantine?—A. I was quarantined from the second time; I don't remember the time exactly.

Q. You mean the general quarantine?—A. The general quarantine.

Q. When that district was quarantined, that was before the fire that destroyed this warehouse on December 31?—A. Yes, sir, before.

Mr. PRATT. Who had the Kakaako warehouse; was it a Government warehouse or a private warehouse?—A. Belonged to Shimamoto.

Q. And all the goods in that warehouse were the goods of Shimamoto?—A. Yes, sir.

Q. The goods that were removed from the Beretania street warehouse, the 560 tubs of shoyu and the 12 cases of crockery, were those all the goods belonging to Shimamoto in that warehouse?—A. Yes, sir.

Q. Only yours?—A. Yes, sir.

Q. Shimamoto had nothing else stored in that warehouse?—A. Nothing else.

Q. That is the Beretania street warehouse?—A. Yes.

Q. Did he have any other goods than those that was in the Beretania street warehouse go into the Kakaako warehouse; what other goods than those that came from the Beretania street warehouse was in the Kakaako warehouse at the time that you put this in?—A. There was plenty of kegs of shoyu there.

Q. Who had charge of them?—A. Nobody that was to look after the shoyu; the warehouse was looked after by several persons.

Q. Who had charge of the Kakaako warehouse at the time that you sent these goods from the Beretania street warehouse; who was there in charge of the Kakaako warehouse?—A. Always one besides me; there was another employee there, too.

Q. Where did this shoyu come from other than that was from the Beretania street warehouse?—A. From Japan.

Q. From the steamer landing, taken from the steamer landing to the Kakaako warehouse?—A. Yes, sir; from time to time, from the time these goods were first taken, from the first part of February to April.

Q. Was Mr. Segi there at the time—about that warehouse at the time these goods were taken to the Kakaako warehouse; did you see Mr. Segi about there at the time?—A. No, sir; he was at his office, down town.

Q. Who signed the receipt for those goods when they were taken away from the Beretania street warehouse?—A. I don't know who they were signed by; I was at Kakaako, and the expressman brought them down to me.

Q. Who was the expressman?—A. A Japanese.

Q. What is his name?—A. Evasacka.

Q. Where does he hold out?—A. Somewhere in Honolulu; he is an expressman at the present.

Q. Whereabouts in Honolulu; didn't he have a place, a stable?—A. Palama.

Q. How did the expressman—how was the expressman able to get these goods from the Beretania street warehouse without an order?—A. I was at the Beretania street warehouse myself, and then I came back and the expressman was sent after the goods.

Q. You told the people there to give the expressman the goods, did you?—A. Yes, sir.

Q. Did you count the tubs and cases when they were taken off of the wagon?—A. Yes, sir.

Q. And you gave him a copy of the memorandum? Did you keep the tally on a piece of paper for each load, the number of tubs?—A. The expressman made a scratch out for so many tubs of shoyu and so many kegs on this wagon; I gave it to him, and I watched the count to see that it tallied.

Q. Then the expressman had a little memorandum of the number of tubs on his wagon?—A. Yes, sir.

Q. And the number of tubs delivered tallied with the number of tubs; the memorandum were the same?—A. Yes, sir.

Q. Did you ever go back to the Beretania street warehouse to see that the expressman took them all?—A. No; the expressman told me that was all.

The CHAIRMAN. Did you know what goods went from the warehouse to the Beretania street warehouse; do you know just exactly what went from there, from the house that was destroyed by fire; do you know what goods, just what goods, went from the Beretania street warehouse?—A. No, sir.

Q. Who did that, anybody in the firm?—A. I don't know about that.

Q. Can you remember the number of cases in the Nuuanu street warehouse and the different variety of goods?—A. No, sir; I can't tell that.

Q. Do you remember how many tubs of shoyu were stored in that warehouse before the destruction?—A. There may have been a couple of thousand; there may have been more.

Mr. BROOKS. Packages of shoyu?

A. Yes, sir.

Mr. ANDRADE. Did you see the goods after the fire, when they were outside of the warehouse just opposite the warehouse—the Nuuanu street warehouse?

A. Yes, sir; I saw it immediately after it was put out, and the representatives of the government were there.

Q. Now, was there any great portion of the shoyu which was formerly in the warehouse damaged to any extent, so that it couldn't be taken over to the Beretania street warehouse?—A. Yes, sir; quite a number.

Q. Well, I ask what portion?—A. Well, I can't tell you so many, the portion of it. I know that there was quite a number, that some of it burned and some of it leaked and was broken.

Q. Some were burned?—A. Yes, sir; the corner was burned by the heat.

Q. By the heat of the fire?—A. Yes, sir; by the fire.

Q. How did you see the goods? I understood that you were in quarantine.—A. The board of health sent word for one man of Shimamoto to come there and see. I was commissioned by Mrs. Shimamoto to go there and represent Mr. Shimamoto, and I was there in that capacity.

Q. And returned to quarantine afterwards?—A. Yes, sir.

Q. Did you make a list of the stuff that was in the warehouse?—A. Not I; no, sir.

Q. Were you present when any was made?—A. Yes, sir; I was present when somebody else made the list.

Q. Did you see that in the hands of any of the people?—A. No, sir; I believe that it was in a book that they had in their hand, not a paper like this.

Q. What now fixes it distinctly—was it either before the fire or after the fire, and how long; you say that you were not present at the time of the fire?—A. It must have been two or three days after the fire.

Q. Were they hauling the stuff away from there at the time?—A. No, sir.

Q. Was it stores stacked up around there at the time?—A. Yes, sir.

Mr. BROOKS. What did you learn, if anything, after you got out;

that became of this merchandise from the board of health; what did you learn? Have you got any means to find out where these goods went? You may state if you did, or not, learn and what you did learn where these goods had gone that were taken out of that warehouse.—

A. I was in quarantine in sight of the stuff. Shimamoto's store and from the position where I was quarantined I could see the wagon taking away the stuff, the merchandise, to somewhere else, I don't know where.

Q. Did you go there after you got out where or what became of your things; and, if you inquired, did anybody tell you what became of the goods?—A. I asked, at the time, a man who was in charge of the property, and the drayman told me they are going to throw away all of those merchandise.

Q. That they were going to throw it away?—A. Yes, sir.

Q. The first that they learned that anything was saved was what you learned from Mr. Humbert?—A. Yes, sir.

Mr. PRATT. Now, what is the name of the drayman that took the goods from the Beretania street warehouse down to Kakaako?

A. Iwazaki.

Q. Where can he be found?—A. Somewhere in Palama.

Q. Where?—A. I don't know.

Q. Who would know?—A. I can't tell; I have been at Kauai.

Q. Where did you find him when you wanted him?—A. He was pretty near the corner, and sometimes I would see him on the street; I had no trouble to catch him.

Q. Doesn't he do your draying now, your carting?—A. Shimamoto own their own dray now.

The further hearing of this matter is continued until 2 p. m.

AFTERNOON SESSION.

H. IWAZAKI, called and sworn.

Mr. ANDRADE. What was your occupation during the latter part of 1899 and the early part of 1900?

A. Expressman.

Q. During that time did you have any business connection with Shimamoto?—A. Yes, sir.

Q. What was the nature of that business between yourself and Shimamoto?—A. Carrying freight from the landing to the store and from the store to the landing; all of those things for an expressman.

Q. Or for any other purpose that Shimamoto might desire in the express business, is that so, or for any other purpose in that same line of business, you might take goods up Nuuanu street or some other place?—A. Yes, sir.

Q. Do you remember during any part of the year 1900 taking any goods belonging to Shimamoto from the warehouse on Beretania street near Chaplin lane to some other place?—A. Yes, sir.

Q. What part of the year was that in?—A. I don't remember exactly the date—I didn't put it down in my book—it is such a long time.

Q. Was it in the early part or the latter part of 1900?—A. I can't tell.

Mr. PRATT. With respect to the fire?

Mr. ANDRADE. Was it during the plague time?

A. I guess it was after the plague, but I am not sure.

Q. Was it after the big fire in Chinatown?—A. Yes, sir; it must have been after that fire.

Q. Did you take goods from the Beretania street warehouse?—A. Yes, sir.

Q. Where did you take those goods to?—A. To the warehouse.

Q. What warehouse?—A. Shimamoto warehouse.

Q. Where is that?—A. Kakaako.

Q. Is that the only place to which you took goods from the Beretania street warehouse?—A. That is the only place.

Q. Who ordered you to take those goods from the Beretania street warehouse to that warehouse?—A. Otaka.

Q. In your transactions with S. Shimamoto it was a common thing for Otaka to deal with you?—A. Yes, sir; he was taking charge of all the freight, and he used to all the time give me my orders.

Q. Now, could you tell, more or less, how many loads of goods that you took from Beretania street warehouse to Kakaako warehouse—goods belonging to Shimamoto?—A. Four full loads, and one load only, I remember.

Q. Two-horse wagon loads—two-horse drays?—A. Yes, sir.

Q. Large drays?—A. No, sir; not drays, just common size drays, and I used a single horse, too.

Q. Now, could you tell what were the goods?—A. The full load was kegs of shoyu—it might have been shoyu. The last one was partly shoyu and partly cases.

Q. That was the fifth load?—A. Yes, sir.

Q. How many kegs or tubs of shoyu could you carry in one load?—

A. There is no biggest amount of it, 120 to 130 on one load.

Q. There were four full loads of these tubs of shoyu?—A. Yes, sir.

Q. What did the fifth load consist of?—A. I don't know how many tubs there was; there was so many tubs besides the 11 cases of something, I am not positive, for sure.

Q. Well, how do you fix the number of loads when you can't remember the season of the year in which you did this work?—A. I can't tell the reason why I remember; but I remember it well.

Q. Don't you remember why you can't tell the season of the year?—

A. I remember it well, because I received money for that for the loads.

Q. Who paid you for the hauling?—A. Otaka.

Q. Was it a common thing for Otaka to pay you for work you did for Shimamoto?—A. Yes, sir; I always got the money from whoever ordered me to do the work; I go after him.

Q. Did you have a receipt or give a receipt for the loads to the keeper of the warehouse?—A. No, sir.

Q. How did you know what goods to take?—A. I was told by Mr. Otaka to take from this corner to that, and on that order I took it.

Q. Were the goods marked in such a way that you could distinguish one from the other?—A. Oh, yes; all marked.

Q. Was Otaka there at the time they were being taken out to load on the wagon?—A. No, sir; he went off to the warehouse, the other warehouse.

Q. Did you have an order in the warehouse for the goods—any written order on the warehouseman that was in charge of the warehouse for the goods, or did you go there and take them out?—A. Yes, sir.

Q. And nobody being there?—A. I don't know anything about that.

I thought Mr. Otaka made arrangements already. I just simply went there and took it; took out the goods and took it away.

Q. Where did you take these goods to from the Beretania street warehouse?—A. Shimamoto warehouse, Kakaako.

Q. Anybody ask you to sign a receipt when you took the goods away?—A. Nobody was there.

Q. The place open?

Mr. ANDRADE. I will say this, Mr. Macfarlane—the Government gave up that warehouse some time in January.

The WITNESS. At the time the warehouse was wide open, and there was only one old man there that belonged to the feed company. He had nothing to do with the freight; he didn't say anything to me. I just took out the goods and took it to the other warehouse.

Q. Did you haul the goods of Shimamoto to any other place?—A. No, sir; it was done in one day; that is all.

Q. Did you tell Otaka how many tubs you had on the loads when you got there with the loads?—A. Each load that I brought in I told him so many tubs, and tallied over and gave it to Mr. Otaka.

Q. Was the Shoyu tubs in good condition?—A. No. One-third of them is in bad condition; some of them scorched by fire, and water damaged the most of them. Then, of course, I counted every one, for one, whether it was damaged or not.

Q. When you were in the warehouse did you see any other goods marked with Shimamoto's mark on it?—A. I don't know.

Q. You spoke of a great deal of this goods damaged; how many tubs can you carry of goods, tubs in good condition, can you carry on a load; how many tubs are you instructed to carry on a load?—A. One hundred and twenty to one hundred and thirty.

Q. That is the usual load?—A. Yes, sir.

Q. The tubs that you would haul from the landing up to the place of business?—A. Yes, sir.

Q. And you would have one tub on top of the other so as to make the load; three or four tubs on top of each other?—A. Yes, sir.

Q. And after you took these goods from the Beretania street warehouse to the warehouse at Kakaako, at that time you piled them one on top of the other the same as any other load?—A. Yes, sir.

Q. If it had been badly burned could you have done that?—A. Oh, yes, it could be done; it is only a little scorched; there was no caving in of any keg; it was in its original shape, only damaged, that is all; I could pile them up in the same way.

S. SEGI recalled.

Mr. ANDRADE. Mr. Segi, when was this inventory of goods prepared?—A. When I came back from Kauai.

Q. When was that?—A. The 6th or 7th of January. It was made the day before I came back from Kauai.

Q. Who made up this inventory?—A. I understood that it was made already by the board of health—the inventory of the goods was made by the board of health, and they were turned over to the bookkeeper to put the valuation on.

Q. Did you go over this claim before presenting it?—A. When I came back I found that it was already made up, and that it was in the hands of Mr. Brooks—now come to think of it—I can't tell exactly or surely, but it was presented to the board of health before I came—it

might have been after I came back; I can't tell—right after I came back.

Q. But did you not sign this claim on the 25th day of May of this year—the claim that was presented to this court?—A. Yes, sir.

Q. And that is the claim you signed, is it not?—A. Yes, sir.

Q. Did you consult any one when you signed this claim to present to this commission?—A. It was in the hands of Mr. Brooks right from the time of the fire up until now.

Q. Did you consult Mrs. Shimamoto when this claim was filed prior to the filing of this claim in this court?—A. Mrs. Shimamoto left here September last for Japan, and she is away; since I never consulted with her regarding this claim.

Q. Has she returned as yet?—A. No, sir.

Mr. BROOKS. I will admit that I never have gone over this claim with Mr. Segi before it went into court.

Mr. ANDRADE. Did you and Mrs. Shimamoto ever consult or ever talk about this claim?

A. Yes, sir; I have talked with her.

Q. You have talked with Mrs. Shimamoto?—A. Yes, sir.

Q. Was it a common thing for you and Mrs. Shimamoto to talk about business transactions which were to take place?—A. Yes, sir; when I transacted any business I spoke to her, and sometimes she would talk to me on different things.

Q. In talking about this claim did Mrs. Shimamoto ever tell you that any of the goods represented in this inventory had ever been returned to S. Shimamoto?—A. No, sir; never heard her.

Q. Did you ever ask her?—A. No, sir; never.

Q. Did she never ask you to inquire as to the disposition of these goods or any part of them?—A. I have heard her talking about the claim and we used to talk about business, and when we talked about this claim I would say, That claim is in the hands of Mr. Brooks and you better leave it to him; but we never went into the particulars about the disposition of the goods.

Q. Did Mrs. Shimamoto ever, to your knowledge, go to Mr. Brooks in regard to this claim?—A. I never heard of her—I can't tell you whether she did or not.

Mr. BROOKS. I will tell you that she never did.

Mr. ANDRADE. Did Mrs. Shimamoto ever tell you that a certain portion of the goods taken from the Beretania street warehouse from the Nuuanu street warehouse were ever returned to Shimamoto?—A. No, sir; I never heard of it.

Q. What did you mean, then, in the examination carried on last week in answer to the question that I put to you, "Whether or not you were in a position to know whether any goods had been returned, if any were returned?" And your answer to that was "Yes?"—A. No, sir; I never heard such a question.

Mr. BROOKS. I object on the ground that it is immaterial and irrelevant and in nowise strengthens or weakens this case.

The CHAIRMAN. I don't see if the question is put to him—I don't believe in putting a question to the man and forcing him to answer or forcing the question in his mouth—but I don't see any objection to the question put in this way: Did he make a statement on a previous examination that he would have known about the amount and would have

knowledge of it as the manager of the concern? If he did at any time make that statement, to ask him again; I don't see any objection to it. (To Mr. Andrade) Ask him the question if he did say so and so; put the question in such a way that he would not have to commit himself.

Q. Did you state in the previous examination that you were in a position to know as manager that a considerable amount of the goods was taken from the Beretania street warehouse to any other place for Mr. Shimamoto?

Mr. PRATT. Were you in a position to know whether or not if any considerable amount of goods were returned to Shimamoto at any time to you if you would have known of it?—A. Yes, sir; I would know it.

Q. Who constructed the warehouse at Kakaako?—A. It was constructed by my orders.

Q. How often did you go there?—A. Sometimes I went there once or twice a day, and other times I never went there for several days, on account I was so busy in town.

Q. What was the character of the goods stored there?—A. Oh, provisions; it was only a warehouse; we had almost everything in it—shoyu and provisions.

Q. Then the putting in of 500 tubs of shoyu and 12 cases or barrels of crockery wouldn't attract your attention?—A. Yes, sir. At times I didn't have anything to do, but other times I was in a position; we had lots of shoyu coming in most every shipment; I remember that there was about 3,000 tubs of shoyu, and we were continually shipping out to the other islands, and a great supply coming in from Japan, and in that way I never could find out whether there was any more or less than there ought to be; I never took notice.

Q. As a reason of the confusion that you are not able to recall having seen the extra shipment in there—owing to the confusion that you were unable to discover any increase or diminution of the stock?—A. Yes, sir.

Q. Did you testify on the previous examination that you had not, or that Shimamoto had not, received any of those goods which were taken from the Nuuanu street warehouse?—A. Yes, sir.

Q. Did you not testify that you would have known it if any goods had been returned to you?—A. Yes, sir.

Q. Then, why did you not know that the 500 tubs of shoyu and 12 cases of crockery had been returned?—A. If I found out that before, I would have testified so long ago about that. All that I know was, when Otaka came back from the other island—from his statement I found out for the first time, so I sent him right up here to tell about it.

Q. Did you ever ask any of your clerks whether or not any goods had been returned to you?—A. No, sir; never.

Q. What did you mean a few days ago when you testified that Mr. Otaka was only a messenger for Shimamoto?

Mr. BROOKS. I object to that. I don't understand that he was simply a messenger. When you put the question "What do you mean by simple messenger?" I have a right to object to it. He was doing the general work, and messenger.

The WITNESS. I testified that he was doing the work of messenger, and also freighting and shipping, and all of those things.

Q. Now, did Mr. Otaka act as agent for Shimamoto sometimes?—A. I would like to explain to you, tell you about this Otaka: He was a little different from any other employee, because when we had confi-

dential positions I think he was sent down as the freight clerk; because he is a son of the brother of Shimamoto, naturally we used him sometimes on that account—on account of the confidential relations.

Q. And it is an ordinary thing for him to contract for Shimamoto, is it not?—A. No, sir; he had no such power; he has no authority to do such things.

Q. Has he never contracted with Hackfield & Co., or Heyman Bros., for goods?—A. Yes, sir; sometimes it was not a contract exactly. I used to send him over to Hackfield & Davies for me to buy that thing and that thing because the article is fixed; I knew the price of everything I sent him for; a sort of messenger; when I am busy I let him take the order and go over to Hackfields or Davies and come back with the goods and unpack the goods; he was authorized by me to do it.

Q. Were you quarantined to somewhere near the store on Nuuanu street?

Mr. BROOKS. We admit that he never was in quarantine.

The WITNESS. I was quarantined the first time, but after that time, the second quarantine, I was up to Kauai.

Q. Did you ever know that Mrs. Shimamoto sent Mr. Otaka to look after Shimamoto's interest when the government was taking away these goods from the Nuuanu street warehouse?—A. I was told about that afterwards, when the board of health wanted somebody from Shimamoto's store to be present when they took it away. I was told afterwards about it.

Q. Did you consult Otaka in regard to what proceedings took place during the time of the taking away of those goods from that warehouse to the Beretania street warehouse?—A. No, sir.

Q. Why did you not do that when you knew that Otaka represented S. Shimamoto or Mrs. Shimamoto at that time?—A. All I know about that subject I was told at the time that Mrs. Shimamoto was quarantined and Otaka was quarantined. Everybody in the store was quarantined except myself, and I had means to have a conversation with them. What knowledge that I have I learned afterwards. At that time everything was in Mr. Brooks's hands. There is no necessity of going into that. The goods which were destroyed were always understood that they were destroyed by order of the board of health altogether.

Q. But did you not learn that before the 25th day of May of this year?—A. There was no such necessity, because when they came out they were quarantined three or four months, and when they came out everything was in the hands of the lawyer; we trusted the lawyer would get the money for us, and Mr. Brooks said he would get the money, and we left everything in his hands and we never thought anything else—we left everything in his hands.

Q. Don't you know as a matter of fact that it would be a very serious thing for Shimamoto to get \$500 or \$600 more than belonged to him?

Mr. BROOKS. We admit that.

The WITNESS. Yes, sir; sure.

Mr. PRATT. When did you first learn that any goods were taken from the Beretania street warehouse to the Kakaako warehouse?

A. Right after the arrival of Mr. Otaka from Kauai, I was ordered by the court to produce him. I sent for him, and when he came I had

a talk with him about this, and he told me for the first time that he moved so much goods out of the Beretania street warehouse to Kakaako, and I was very mad because he hadn't told me about it, and I talked to him on the subject.

Q. You knew that prior to this time that the board of health—that the goods were taken from the Nuuanu street warehouse to the Beretania street warehouse?—A. Yes, sir; I was told about it.

Q. Why didn't you send for him then?—A. Otaka, as I said before, did the whole thing, and the whole thing was in Mr. Brooks's hands; I say three or four months they came out of our hands into the hands of Mr. Brooks, and there was no necessity of investigating that thing; everything was investigated.

Q. Did you come to Mr. Brooks and tell him anything about this?—A. Yes, sir; I went to Mr. Brooks and had a talk with him in regard to this claim, and the day following Mr. Brooks informed me that he went to the board of health to get a settlement of his claim and he couldn't do it. I understood that the board told Mr. Brooks that there would be a number of claims pretty soon and to wait until that time.

Q. During your consultation with Mrs. Shimamoto did you ever talk to her that this claim looked too big or that it was too small or that it was a just claim?—A. No, sir; I never had any such particular talk about this claim, because it was the things that the board of health took at the time that the freight was destroyed by the board of health. They had a man down to take an inventory, and also Mr. Cooper himself he assured us that everything would be paid for by the board of health; that such an investigation and examination was to see that everything was O. K. by the government, anything taken by the government, and he was there to see who got the money and to see that the claim was fair and that nothing else but what was lost should be claimed. This claim was made up and in the hands of the attorneys, and besides that we were busy at something else at that time.

Q. Did Mrs. Shimamoto know that you had filed the claim with Mr. Brooks?—A. She knew it.

Q. Did she look the claim over herself?—A. I don't think so; I think he heard about it; she was informed what the claim is.

Q. When was the last time that you and she talked about this claim?—A. I don't remember.

Q. Well, can't you tell? It was before May of this year, wasn't it?—A. It might have been; she left here in September of last year.

Q. It might have been before September; it must have been before September?—A. Yes, sir.

Q. You heard the testimony of Mr. Otaka this morning, did you not?—A. Yes, sir.

Q. You heard him testify that he had told Mrs. Shimamoto that a considerable number of kegs of shoyu had been returned and a lot of rockery?—A. Yes, sir.

Q. And you were positive that you never knew of that before?—A. Yes, sir.

The CHAIRMAN. Mr. Segi, these goods that were returned to your Kakaako warehouse from the Beretania street warehouse, did you ever see them before to-day, or did you ever hear or see them after their return there?—A. I might have seen them; of course, I can't tell. If

the thing was there I must have seen it, but I don't know; I couldn't identify it; I don't know about that at all until Mr. Otaka came back.

Mr. PRATT. They are all disposed of; none of these goods in this case are in the warehouse at the present time?—A. I can't tell you right away here; there may be many there, because goods always come in and goes out. We generally take care in sending the old ones out. I can't tell; the oldest ones might be left in there; I might have it on hand now.

Q. The expressman testified that some of these goods that he had taken down there to this warehouse were damaged and some of the tubs were half full. Have you seen any goods down there; is there any goods down there that was damaged, or was there where the tubs were half full; have you ever seen anything of that sort?—A. Oh, yes, I have sold a good many of the broken ones; they are damaged when they are broken off; every time the steamer from Japan comes in there is a lot that is damaged.

Q. Did you see any—I am not speaking of any damaged from Japan that would be in the nature of sea damage, sea water; I am speaking of fire—were there any there that had the appearance of being burnt?—A. No, sir; I never found any that were burnt; they never came to my notice.

Q. Have you been in charge of the warehouse down there since these goods were put in it?—A. Yes, sir; I have overlooked the place.

Q. Did you hear the expressman say that he took down there tubs half full of Shoyu and tubs that were burnt; did you hear the expressman testify that way?—A. Yes, sir.

Q. Do you believe the statement that the expressman made is true statement?—A. I can't say otherwise; he has seen the goods, those tubs and kegs, and I never saw it, so his statement must be true.

Q. Is there any shoyu down in that warehouse now?—A. Yes, sir, some there.

Q. Is there any of the Shoyu down there now that came from the Beretania street warehouse?—A. No; I don't think so. It may be but I don't think so. Sometimes we took 1,000 or 2,000 tubs a month and shipped it out to the outside islands. I don't think there is any left there from such an old time.

Q. Have you kept a record book of the shoyu that was sold since you went in there—since this other shoyu went into that other warehouse?—A. Yes, sir; we have that book.

Q. Have you had charge of all of the sales of all the goods that have gone out of the warehouse; did you have charge of all of sales of goods that have gone out of the warehouse at Kakaako?—A. I have no separate book of charges.

Q. Have any sales been made that you know of?—A. There might have one or two tubs gone out of the warehouse, but not any large amount.

Q. If over 20 or 25 tubs were sold would you know about it?—A. Always go through the main store first; and then the warehouse was authorized to deliver 25 tubs of shoyu. That was sold out of the warehouse.

Q. Have you ever sold any for less than full, full kegs that were damaged?—A. In cases of damages sometimes we sell below the market price.

Q. Do you recall of having sold any number of kegs or tubs for less than the average value—if so, name the person.—A. No; I don't remember it.

Q. If there had been any considerable quantity damaged you would have remembered it, would you?—A. Yes, sir; I would have remembered it.

Q. When a bill of goods comes in there from Japan, do you take note of it and enter it in your books to that effect?—A. That is the bookkeeper's work.

Q. Now, the coming in of 500 or 600 tubs of shoyu, would that be entered in that same book?—A. No; those 500 or 600 tubs were entered, then I would have no difficulty right here.

Q. Well, how do you understand that?—A. I don't understand it; that is, because the bookkeeper never knew of it, or myself. If the bookkeeper was never notified about the presence of that 500 tubs of shoyu it was left out of the books.

Q. Mr. Otaka was the gentleman that handled the goods, was he not?—A. Yes, sir.

Q. Was he a confidential clerk?—A. Yes, sir.

Q. And he made entries of goods that were received, did he not?—A. Not every error——

Q. But you have just testified that he was the gentleman that had charge of the goods?—A. Yes, sir; but he carried out my order; that is, there is no regular books that he entered it up in.

Q. When a shipment of goods came into the warehouse you would tell Otaka to go and enter it?—A. He would do it.

Q. Of his own accord?—A. Yes, sir; he would tell the bookkeeper and he would enter it in the book; he didn't make any entry in the books.

Q. Well, then, you had nothing to do with keeping a record of any of the goods?—A. No, sir.

Q. Well, will you say who had absolute charge of the warehouse?—A. There is no particular person that had charge of the warehouse; the watchman, a Japanese, looked after it.

Q. Is it possible that 600 tubs of shoyu could be put in the warehouse and nobody know anything about it? Are you the only person that had charge of that warehouse?—A. There was another fellow in the warehouse.

Q. Who was the other fellow?—A. Kawazaki.

Q. Where is he?—A. He is up to the country on account of sickness from Japan.

Q. Was the other fellow employed by Shimamoto?—A. Yes, sir.

Q. Then he might have assisted Otaka in putting the goods away. Is that so?—A. Might have been.

Q. Did he ever report receiving of any goods into that warehouse—that is, any part of these goods in this case—into the kaka Kakaako warehouse?—A. No, sir; he never did. Otaka he was head of this, and that man Kawaski he had charge of the draying work.

Q. Under that system of keeping that warehouse did you ever know how much goods you had in that warehouse?—A. If you asked me under those circumstances I could never tell, but at present it is quite different; now we have books and everything is marked. I can tell you at the present time.

Mr. PRATT. What is the condition as to the character of the goods in the Beretania street warehouse?

Mr. BROOKS. We gave them the benefit.

Mr. PRATT. It was testified to by the drayman they were in bad condition.

Mr. BROOKS. We make no claim. We asked the highest price—put it \$1—and have given credit of 560, and some nine dollars a case. 12 cases.

Mr. DUNNE. Suppose the commission should draw the inference from the evidence before them that there was a willful suppression on the part of the claimant on these returned goods that he sued; in other words, knowing that the goods had been returned to his jurisdiction and obtained from these commissioners his full value; suppose they should draw that inference from the evidence, would that be such a fraud as would vitiate the entire claim? If, on the other hand, it wasn't such a fraud as would vitiate the whole claim, would it be such a fraud as would vitiate those items in your claim?

Mr. BROOKS. There is something in the Hawaiian law, if I am not mistaken, somewhere in regard if the claim is against the government—proof against a false claim or part of it—I am under the impression that it is in the civil code—that claim vitiates the whole claim. It seems to me, however, in this case——

The CHAIRMAN. Do you understand in presenting these different claims to the commission it will be necessary to make an argument?

Mr. BROOKS. No, sir; I don't understand that.

The CHAIRMAN. The case is submitted, but if during the time that this case is under consideration anything should develop as regards to this paper certainly nothing will be done until Mr. Brooks has made a thorough examination for it.

And we reserve the right if the government should see fit to offer any information that they have, then that information can be made known, and you can submit it to the commission; certainly the commission will act in good faith.

The further hearing of the case is continued until the 8th day of July, 1901.

JULY 8, 1901.

G. BERGINO called and sworn.

Mr. PRATT. Did Mr. Weeden understand that the goods were being inventoried, a memorandum being kept; was this his understanding was he there at the time—at the time you took this inventory?

A. Yes, sir.

Q. And assisted you, I understand?—A. Yes, sir.

Q. Do you know whether it was his or was it your understanding that you were to take an inventory of only such goods as they should get away?—A. Yes, sir.

Q. That was all; as you understood, you were not taking an inventory of the whole stock in the warehouse?—A. No, sir.

Q. No account was kept of that at all?—A. I don't know of any.

Mr. ANDRADE. Then the extent of your testimony is this, a true inventory of goods in Shimamoto's warehouse, less the amount which might have been destroyed by fire totally or that was so badly burned that you could not ascertain what it was—is that the idea?—A. Yes sir; that is right.

Q. And the goods that were in a fairly good shape were contained in this inventory? Could you say from your observation about what amount or what percentage of those goods that were in that warehouse were totally destroyed by fire, or in such a condition they could not have been saved?—A. About one-fourth were destroyed.

Q. Then that is a true inventory?—A. I haven't the rough estimate.

Q. Then that is a true inventory of about three-quarters of the total amount of the goods in the warehouse?—A. Yes, sir.

Q. Before the fire?—A. Yes, sir.

Q. Did I understand you to say that all the goods in this inventory made by you were removed to the Beretania street warehouse?—A. Except two or three kegs or cases of crockery that was left behind.

Q. As to those, they might have remained; were they supposed to be there when you went back?—A. They were still being carried away when I left.

Q. After all the goods were taken, you say; I understand you to say you visited this warehouse.—A. I went there twice while they were playing water on it.

Q. Did you go there at all after all the goods were out?—A. Not all the things.

Q. Well, you took this inventory of the things that you saw taken to the warehouse, that you know of your own knowledge personally were taken from the warehouse near Chaplin lane to the Beretania street warehouse?—A. All I saw was of the canned goods.

Q. Just take this and point them out.—A. That was taken; all of it was taken.

Q. That you saw; that that was taken and loaded, that you saw?—A. I didn't take any notice of that at all. It was all piled up and carted away—some flour and some shoyu, and all of them mixed up except the shoyu.

Q. Can you pick out some of the miscellaneous goods that was taken there? Any bags of beans or anything of that sort?—A. I don't know about that. There were a number of bags of beans destroyed.

Q. Are those the bags of beans destroyed in this list?—A. No, sir.

Q. These beans that were in a sack; were any of them taken to the Beretania street warehouse?—A. Yes, sir.

Q. Do you know anything about the condition of the dried fish that was there in cases?—A. That is the same fish. Some of it was destroyed, dumped, and some of it went over to the warehouse.

Q. Can you say that you are familiar with this class of merchandise because you have been in Japan? Can you tell me what is the life of dried fish; that is, how long would dried fish last in this country before it would become unsalable? How long would you have kept it?—A. Two or three years; keep it in a good, dry place without any dampness.

Q. Over there in the warehouse?—A. Yes sir.

Q. Would you have to put it in a tin-lined case to keep it over in that warehouse?—A. I don't think in that warehouse it would be any bother to keep it; they keep the place well ventilated, dry, and in good shape; I don't think it would be any bother at all.

Q. Do you recollect of seeing many cases of dried fish; do you recollect seeing any cases?—A. Yes, sir; a good many cases. It was piled right up on the inside.

Q. Do you know who was in charge of the Beretania street warehouse, and who delivered the goods; who they were put in there by?—

A. No, sir.

Q. Who was in charge when you went up there with the drays; anyone?—A. Yes, sir; there was some one, but I don't remember who. I know that there was somebody in charge. He was a stranger to me. I just happened to look at him coming and going back and forth; that is all. It may have been a Japanese; I don't know. I think it was a Japanese.

Q. How did you know the Japanese that was about there at different times was employed by Shimamoto?—A. He gave himself out as an employee of Shimamoto.

Q. Or was interested in the firm; something of that kind?—A. Yes, sir.

Q. You don't know of your own knowledge?—A. That he was connected with the firm? He was attached to Shimamoto.

Q. You don't know that?—A. No, sir.

Q. Did you see any particular reason to doubt his statement that he was interested in Shimamoto?—A. Well, he might have been; he came along there; I think the gentleman went in Hackfield's.

Q. Mr. Humberg?—A. I think so.

Q. Well, did that make you doubt that he was in the Shimamoto firm?—A. No, sir.

Q. That is what you thought that he was?—A. Yes, sir.

Q. Was there anybody there taking an inventory of these goods besides yourself and Mr. Weeden? Was there any Japanese?—A. No.

Q. What date did you make this inventory?—A. I don't remember the date, but it was in the morning. From morning until evening.

Q. Were the goods, at the time you were taking this inventory—were the goods all up in the warehouse stacked?—A. No, sir; they were carting the goods then to the warehouse to be looked into to see if they were damaged or not.

Q. Was there a man by the name of Anno making an inventory?—A. I didn't see him; I know that there were several Japanese that came several times and made a little memorandum; I never saw any of them take an inventory.

Q. Who was supposed to be in charge of the goods after this?—A. I think the board of health had charge of the goods at the time.

Q. You were representing the board of health?—A. Yes, sir.

Q. Were you supposed to have charge of the goods—to take charge of them?—A. Mr. Towse was there, too.

Q. King, was he there also?—A. Yes, sir.

Q. Did you see Mr. King?—A. I don't remember.

Q. Carting the goods out?—A. I might have seen him and not know him.

Q. Don't you know Mr. King?—A. No, sir; I think there was a man there. I don't remember very well.

Q. Wears his hat on one side?—A. I don't know.

Q. These men went there to make an inventory for Shimamoto for this claim?

Mr. ANDRADE. He was in company with Mr. Weeden.

The CHAIRMAN. I am going to put him on the stand and ask Mr. Bergino if he can recognize him. (To the witness.) Was that man there?

- A. Yes, sir; he was there at the time.
- Q. (Mr. King, please stand up.) Do you recognize this gentleman?—
- A. Yes, sir.
- Q. Did you see him taking an inventory of the goods?—A. Yes, sir.
- Q. And that is the gentleman?—A. Yes, sir.
- Q. Was he making it; did you see him making it on a piece of paper like this yellow?—A. I don't remember, sir.
- Q. Would you say that he was making a memorandum or inventory?—A. I saw him taking an inventory.
- Q. And you knew that he was doing it for the information of—
- A. I understood that he was working for the board of health.
- Q. Did you make any inventory yourself?—A. No, sir.

S. ANNO recalled.

Mr. ANDRADE. Mr. Anno, did you go to make this inventory for Shimamoto before Mr. Bergino, or was he there when you first went there?—A. Well, the first thing I went there in the morning—I guess it was about 8 o'clock—and this gentleman was there, and I understood that he represented the board of health. I took my inventory and this gentleman took his inventory.

Q. And you were doing independent of each other; you were making an inventory and so was he?—A. Yes, sir.

Q. You would get the amount of goods and he would get it?—A. A young man that worked for Shimamoto helped. He counted the number of packages. The other man worked for Hackfield. They represented Hackfield & Co., and one young boy worked for Shimamoto counted the number and I counted the numbers again, and we put it down on a piece of paper.

Q. The only inventory that you made was the inventory of the goods after they had been taken out of the warehouse and put on the street?—A. I took my inventory of everything in the house.

Q. Did you go into the warehouse to take it?—A. Yes, sir; I went into the warehouse.

Q. Before it was burnt?—A. After it was burnt.

Q. Well, how could you tell they were goods that were burnt; how could you tell; a half a dozen cases; could you tell whether one good of the 40 cases?—A. I didn't find many cases that were burnt up there.

Q. You didn't find any goods burnt?—A. Not many.

Q. And you made your inventory in the house?—A. Yes, sir.

Q. How about on the outside; you made a part of your inventory from the goods in the warehouse?—A. Yes, sir.

Q. And then you went out and inventoried the goods on the street, too?—A. Not on the street.

Q. But you inventoried everything in the warehouse?—A. Yes, sir; and some outside, but not on the street.

Q. Well, it was taken out of the warehouse by the board of health, was it?—A. After we took the inventory the board of health took it away when I was going out of the warehouse; most of the goods in the warehouse, and I saw something outside what I remember.

Q. When you went there to take the inventory the first time, had anything been moved out of that warehouse on to the street?—A. Not on to the street, but outside in the yard.

Q. Outside of the warehouse. It was taken out of the warehouse when you went to make your inventory of those goods inside of the

warehouse. Had any of the goods been taken out before you got there; put outside of the warehouse?—A. No, sir; we did not put anything outside of the warehouse.

Q. Then you mean everything that you took down in your inventory you took down on the inside of the warehouse?—A. Yes, sir; inside of the warehouse.

Q. Could you see all the burned goods and everything inside of the warehouse?—A. Yes, sir,

Q. And you think that you were able to count all of those goods in the damaged condition and confusion in the warehouse?—A. Yes, sir,

Q. If you will look at this list that was filed with the claim?—A. Yes, sir; that is a copy.

Mr. TESTA. He testified to it being a correct list.

Q. How soon after the fire did you go there and take that list, the inventory? How soon after that building was on fire did you go over and take the inventory?—A. I remember two or three days after; I remember after the fire, I took the inventory two or three days after the fire.

Q. And still on your first arrival on the grounds this man was then taking the inventory, was he not, this Mr. Bergino?—A. I took the inventory the same with these gentlemen.

Q. Did he take the inventory in the same way that you took it?—A. I believe so; one of the young fellows counted the packages, I think, and I put it down on my book, and I believe that this gentleman put it down on his book.

Q. How long did it take you to take your inventory?—A. Two or three days after the fire.

Q. How long did you take after the first item of the inventory; did you finish that?—A. Took the whole day.

Q. One day?—A. Yes, sir; the whole day to take the inventory.

Q. Were you there when the first cart load was being sent away from the Beretania Street warehouse?—A. I don't know.

Q. You were not there when the goods were taken to the warehouse?—A. I don't know; the only thing that I did was to take the inventory, and that is all I know.

Q. Have you got the book that you wrote it down on?—A. Yes, sir; I just looked all over my small handbook; I couldn't find my small handbook; I made out a copy and gave this copy to Shimamoto; I thought I made two copies of this.

Q. I understood that somebody told you, or counted the packages, said so many packages?—A. Yes, sir.

Q. Was the same man that was giving you the inventory to write down—was he the same man that gave it to Mr. Bergino?—A. No, sir; this was only one gentleman called off the number of the goods—the number of the packages, counted the number of packages, and when he called out 15 cases, or 17 cases, or so many, then we would go over and count it again.

Q. So that the same person that told you the amount was the same person that was telling this Mr. Bergino?—A. Yes, sir; only one man counted. Shimamotos and we would go over and count it again; those number of packages were counted, and it was down on my notebook.

Q. Who was this accountant; what was his name?—A. A young boy that worked for Shimamoto.

- Q. What was his name?—A. I don't remember his name.
- Q. Was he just working for Shimamoto by the day?—A. Yes, sir; the man that came back from Kauai.
- Q. Otaka?—A. Yes, sir.
- Q. Were you there as soon as that was begun?—A. I don't remember—I know that I was there.
- Q. You don't know what day you went down there?—A. No, sir.
- Q. Is there any way that you could find out?—A. May be I can tell you by to-morrow morning.
- Q. Were you there a day or two after the fire?—A. I think it was the day directly after the fire that I was there.
- Q. That was New Year's Day?—A. Yes, sir.
- Q. Upon your arrival at the scene of the warehouse, were the goods still in the warehouse?—A. No, sir; they were being carted outside; they were some of them in the yard.
- Q. By whose orders, if you know?—A. I don't know. They were all outside there; I just ran from one place to another.
- Q. How long did it take you to make your inventory?—A. I think about three days.
- Q. Working all day?—A. Yes, sir; working all day.
- Q. Did you see Mr. Anno making an inventory of the goods in the warehouse?—A. No.
- Q. Did you see him making an inventory in the yard?—A. I can't say that he was making an inventory there. I know that he was taking a memorandum.
- Q. On the outside?—A. He was disturbed, he would come out again and be disturbed, and then we would talk several times.
- Q. When was the first cart load of goods that left those premises; did the carting begin as you were taking the list or until after the list had been completed that the first load was taken?—A. I don't remember, but I think it was after the list was completed.
- Q. And it had been lying there three days then?—A. Yes, sir.
- Q. Where were you; you say that you thought you were there the next day, possibly this will help to call it up in your mind; were you there the next day; were you working on New Year's Day?—A. I remember we worked on New Year's Day.
- Q. You think that you were working?—A. I don't know if I was working there or somewhere else.
- Q. The man that was assisting you; did he have anything to do with assisting Mr. Anno to make this inventory?—A. No.
- Q. Two distinct parties?—A. Yes, sir; I made the inventory with this other gentleman, Mr. Weeden.
- Q. Did Mr. Weeden assist you and Mr. Anno?—A. We talked over different matters together; we started together.
- Q. Did Mr. Weeden assist you in preparing your inventory?—A. No, sir.
- Q. I think you said that you didn't know if the representative of Shimamoto was making an inventory or memorandum at all?—A. Yes, sir; I said I saw the man, but I didn't know if he belonged to Shimamoto or not, make a memorandum; came there and gave orders for the distribution of the things and then came there again.
- Q. But you did see him take a memorandum?—A. Yes; I don't deny that.

Q. And you say that you were at work on New Year's Day, as near as you can recollect?—A. Yes, sir.

Q. Well, as there was no other fires at that time, it is fair to presume that you were working on that business and you were working there?—A. Maybe I was.

Q. (To Mr. Anno.) Were you working there on New Year's Day?—A. I don't remember; I don't think I was working on New Year's Day.

Q. When you first went to this warehouse of Shimamoto to take an inventory of his goods, at the request of Shimamoto, did you see this gentleman there?—A. Yes, sir; I saw this gentleman there.

Q. He was there when you first went there, was he?—A. Yes, sir.

Q. And the morning that you went there you found him there?—A. Yes, sir.

Q. That was your first time of going around there to make an inventory?—A. Yes, sir.

Mr. PRATT. And you stayed there all that day?

A. I hadn't anything to do for Macfarlane & Company; I couldn't stay the whole day there; I came back to the store a little while and then came up there again.

Q. But you were there most of the day taking inventory?—A. Most of the day; I came back to the store several times.

Q. Were you most of your time down here or up there?—A. Most of the time I spent in the warehouse; I came back several times to the store.

Q. (To Mr. Bergino.) I would like to ask you one question: Did you go into this warehouse while he was making an inventory in there on that day or the first day that you were there? Did you go into the warehouse at all?—A. Yes, sir; I went into the warehouse, and there were three different rooms in there; upstairs two rooms and downstairs a kind of cellar.

Q. When you went in there was everything in a condition where a complete inventory could be taken; that a man could go in there and take an inventory?—A. No, sir; it was impossible. Because for one thing you couldn't tell what was what; you couldn't tell what was in there.

Q. Damaged, burnt, and everything?—A. Wet through, and pieces of the wall of the warehouse was falling in; was covering up the goods; it was very dangerous to get around.

Q. In your judgment you think if anybody had asked you you couldn't have——?—A. It would have been impossible.

Q. To make a complete inventory?—A. Yes, sir.

Q. As I understand it, the work that you did in making your inventory occupied three days' successive labor without a break?—A. Except for noon time; we didn't get there before 7 o'clock.

Q. But when you did commence work your work was continuous with the exception of the meal hours for three days?—A. Yes, sir.

Q. On the other hand, such work as these gentlemen did who were sitting alongside of you was done in piecemeal, off and on?—A. Yes, sir.

Q. His work was not continuous?—A. No, sir.

Q. You say from the condition of things there, being some of them damaged and some of them burned, some of the goods being all burned, and all of that kind of a thing, it would be practically and physically impossible to make such an inventory as he made in one day?—A. Yes, sir.

Q. Impossible?—A. Yes, sir.

The CHAIRMAN. I would like to see that memorandum which you have signed, and I ask Mr. Ballou if it is to be used in evidence by the commission? It wasn't signed and it wasn't identified as being anybody's writing, since that time, Mr. Ballou, we have reason to believe. We want the inspectors here and to appear before the commission with the records; that this gentleman, Mr. Bergino, identifies that piece of paper as being in his own handwriting, purporting to be an inventory of the goods that was in good condition that came from the fire and went to the Beretania street warehouse, except three or four cases of crockery. Now, then, it turns out that it is not his handwriting that has been put on the other side, and the goods themselves, with the exception of a few tubs of shoyu, or whatever it was, all the goods, they were all sent in sound condition, they were sent to the Beretania street warehouse.

Mr. ANDRADE. There were three or four that were not sent away, as far as he knows.

The CHAIRMAN. Made the inventory there and he has reason to believe that they went to the Beretania street warehouse. It is claimed from the messenger boy that they took goods from the Beretania street warehouse. It is fair to assume——

Mr. BALLOU. Mr. Bergino doesn't know in whose handwriting it is. [To the witness] Mr. Bergino, do you know whose handwriting that is, "To Beretania street warehouse?"

A. No, sir.

Q. Whom did you see taking these goods to the Beretania street warehouse?—A. Well, they were put on the dray and carried there to the Beretania street warehouse.

Q. Who was in charge of the work?—A. I don't remember.

Q. Wasn't it Mr. Ed. Towse?—A. I think so.

Q. Did you see any goods at that time taken on drays to be thrown away?—A. Not at that time; the first cartload went into the Beretania street warehouse, and afterwards all of the goods that were destroyed or damaged, they were carted away.

Q. Do you remember what day it was that they started to the Beretania street warehouse?—A. No, sir.

Q. Do you remember what time?—A. No, sir. I think it was early in the morning.

Q. Early in the morning?—A. Yes, sir. It came there under the direction of the board of health.

Q. Didn't the board of health start to take these goods to the Beretania street warehouse?—A. Yes, sir.

Q. And you were there at the time?—A. I was there at the time.

Q. And how long did it take them to cart them over there to the Beretania street warehouse?—A. You mean one load?

Q. I mean how long were they taking goods out of that warehouse to take them to the Beretania street warehouse; any damaged goods; how many hours and how many days did it take to do that work?—A. I think it took them a couple of days, though I am not quite sure.

Q. Took a couple of days to get the undamaged goods out of the warehouse?—A. Yes, sir.

Q. And how many drays did they have working?—A. I don't know; I think two drays—I think either one day or a couple of days, I am not quite sure.

Q. Two drays going back and forth?—A. Yes, sir.

Q. Were you there all the time while they were that couple of days they were carting?—A. Yes, sir.

Q. What were you doing during that couple of days?—A. I was cleaning up the damage and taking charge of the men.

Q. Were you there when they changed the direction and began to load the drays down for the dump for destruction?—A. Yes, sir.

Q. You were there?—A. Yes, sir.

Q. Did the drays start off in a different direction from the Beretania street warehouse?—A. Yes, sir.

Q. Those went which way?—A. The other drays turned Ewa way, went down a small alleyway, and then turned round in Nuuanu street.

Q. Started out the warehouse toward Waikiki, didn't they?—A. No, sir; going to the warehouse through this small alley, turned up Fort street, and went down to Beretania.

Q. They didn't go on to Nuuanu street at all?—A. No, sir.

Q. Those that were for the dump went out Nuuanu street?—A. Yes, sir.

Q. And down Nuuanu street?—A. Yes, sir.

Q. That is Nuuanu street inside of the quarantine?—A. Yes, sir.

Mr. BALLOU. About how long did it take to cart off the goods that were being destroyed?—A. I can't tell you.

Q. Were you there until the warehouse was cleaned out?—A. No, sir.

Q. You left?—A. Yes, sir; I left and went somewhere else.

Q. How much of the damaged stuff was left at the time you went somewhere else?—A. It was pretty hard to tell, because everything was thrown in one heap in a pile, and it was very hard to tell how much there was.

Q. At the time you left they had been moving?—A. At the time that I saw the loads first in the warehouse?

Q. You testified, I think, that there was about a fourth of the goods damaged?—A. About three-fourths spoiled.

Q. Were the same drays used first to take it to the warehouse, and then take the bad goods?—A. I didn't take note of the amount.

Q. Did they stop or did they take the undamaged goods up to the Beretania street warehouse before they began to cart the damaged goods down to the dump for destruction?—A. I think so; yes, sir.

Q. You think they got through with the storing the undamaged goods first?—A. Yes, sir.

Q. Now, do you say that you stayed around the warehouse all the time that they were carting the goods—the undamaged goods—up to the warehouse?—A. Yes, sir.

Q. And during the time they were carting the damaged goods down for destruction to the harbor?—A. Yes, sir.

Q. So that you don't remember how many days they had been carting down to the harbor before they left?—A. No, sir; they were doing very little work while I was there; I think they could not get any drays—something of that kind.

The CHAIRMAN. Two or three items are marked to the warehouse on the list: 700 tubs of shoyu, marked; 1 case of crockery to warehouse; 9 barrels of crockery to Beretania street warehouse; 9 cases of crockery to warehouse; 4 drums of boiled oil, Beretania street warehouse;

22 boxes crockery, 2 boxes Japanese bonnels, 365 tubs of shoyu, and 370 tubs of shoyu, and 782 tubs of shoyu—

(To the witness Bergino.) What examination did you make of this to see whether it was good or damaged, this Japanese kanten; did you open it?—A. We opened the sample box; we didn't open them all—not all of them; you know the tin of canned goods as soon as they get heated they kind of blow up, swell; those we threw to one side.

Q. Those you threw to one side?—A. Yes, sir.

Q. Anything in a can that was soldered you let it go as good?—A. Yes, sir.

Q. Were the mushrooms in cans?—A. No, sir; I don't think they were; I think they were in boxes.

Q. Did you put this valuation on?—A. Yes, sir.

Q. What was that for—by whose direction?—A. I think by my own.

Q. Were you looking for amusement those days?—A. Yes, sir.

Q. You notice, don't you, that nearly everything is, and that this valuation wasn't done by anybody's orders—the valuation?—A. No, sir.

Q. Just done of your own free will?—A. Yes, sir.

Q. What was your idea in putting the valuation on goods that were left as undamaged in the warehouse?—A. Well, I understood—it was thought of my own—I was just calculating how much was spoiled.

Q. You wanted the value of the stuff that was spoiled?—A. How much of the goods was spoiled.

Q. Then these that are marked to the warehouse, why didn't you value those, too?—A. I must have got tired.

The CHAIRMAN. Are not those extended out—those that are marked warehouse—are they not extended out?—A. About three-fourths.

Q. The shoyu is marked?—A. The shoyu is the only thing that is marked to the warehouse that has been extended.

Mr. PRATT. That is the principal item?—A. That is the principal item.

Q. These two cases of mushrooms—they were damaged?—A. They were not damaged.

Q. Injured by the fire or water?—A. No, sir.

Q. You had this memorandum of goods and you are not satisfied whether they were damaged or undamaged at the time?—A. I don't think I wrote it.

Q. Did you write that—Shimamoto Shoten?—A. Yes, sir.

Q. How about the memorandum of goods?—A. I didn't write that.

Q. You wrote everything in the columns with the exception of 'warehouse?—A. Yes, sir.

Q. In this Exhibit D?—A. Yes, sir.

Q. And on the second page you wrote what was in the warehouse to the Beretania street warehouse?—A. Yes, sir.

Q. (To the witness Anno.) Did you state in the testimony given there that you went to this warehouse to make your inventory the morning after the fire?—A. I remember about two days after the fire.

Q. Two days after the fire you went there?—A. I remember that I worked on the 1st of January.

Q. Weren't you working at Macfarlanes & Co.'s on the 1st of January, on New Year's Day, in the morning?—A. No, sir.

Q. Then you recall whether you were working on New Year's Day at that place?—A. I don't remember where but I don't think so.

Q. But, then, you do think you were there two days after the fire?—

A. I think it is the second or third—something like that.

Q. Then, when you arrived there at the warehouse had the board of health taken any goods, started to take any goods outside to put them outside of the warehouse?—A. I remember that the most of the goods was inside of the warehouse.

Q. I asked you if when you went there that morning had the board of health, or anybody else, started to move the goods outside of the warehouse in the yard, or in the street, or anywhere?—A. I never saw anybody else working there other than those gentlemen there.

Q. I didn't ask you if you saw anybody working there; I asked you if when you got there that morning did you see any goods move from the warehouse on the outside of the warehouse?—A. No, sir.

Mr. PRATT. You assisted in making up this inventory with Mr. Bergino, under the direction of the board of health, did you?—A. Well, I took the inventory that the young boy in Shimamoto—he counted the number.

Q. And you assisted in making up this inventory, and this inventory represents an inventory of the goods that were taken out, that were in the warehouse at the time of the fire—this is a copy of the inventory as near as you can remember, of the goods that were in the warehouse at the time you went there?—A. This is a copy of my inventory of my book.

Q. And you took your inventory in a small book?—A. Yes, sir.

Q. And subsequently you lost the book. Did you have the book at the time you made this inventory?—A. I couldn't find it in my small books; I put them in a small book, and took a copy from my small book.

Q. Is that a copy of the small book?—A. Yes, sir.

Q. That is a true copy of the small book that contained your inventory, is it?—A. I made two copies from my small book and gave it to Shimamoto.

Q. And that is the same as that; did you ever compare the two to see if they were the same?—A. I know that is my writing.

Q. That is your writing?—A. Yes, sir.

Q. And is this taken from the little memorandum book that you had at the time?—A. Yes, sir.

Q. And it is a true copy in your handwriting—the inventory which you made on the 2d or 3d day of January of the goods that were in the warehouse?—A. The goods in the warehouse.

G. BERGINO recalled:

Mr. DUNNE. Do you know whose handwriting the words “to warehouse” is?

A. No, sir.

Q. “To the Beretania street warehouse?”—A. No, sir.

Q. Or the other side?—A. No, sir.

S. ANNO recalled:

Mr. DUNNE. Of these goods in the list made by you and Mr. Bergino were the goods in good condition—all the goods that were listed? You inventoried the goods as far as you can; you and Mr. Bergino made an inventory of all the goods; you and Mr. Bergino made an inventory

of that portion of the goods that was in good condition—is that your understanding of it? In other words, were the goods that Mr. Bergino listed part of the goods that you inventoried; were they all the same or were they only a part?

A. Well, that is the whole business. We took an inventory; I can't explain how.

[To the interpreter.] Ask him if the list made by Mr. Bergino represents the goods that were in good condition out of this that he had a full inventory of.—A. I don't know anything about it.

Q. Mr. Bergino testified that he was taking an inventory of those goods that were in good condition, and this list, this inventory made by him, represents the list in good condition, nine-tenths, or somewhere near, in the Beretania street warehouse.—A. As I understand it, this statement of claimants represents an inventory of all of the goods.

Q. Did you find any broken tubs of shoyu there?—A. Yes, sir; about three tubs broken.

Q. How many did you allow in the inventory?—A. There isn't an account of broken ones, only——

Q. Do you find it there?

Mr. BROOKS. Broken, 50 tubs of shoyu. Were those tubs loose staves?

A. The contents was out; he counted it as one empty tub, not full of shoyu. I didn't take the damaged goods altogether, damaged and good condition——

Q. And when he found the empty tubs of shoyu he counted them as full tubs, did he?—A. Yes, sir; as full tubs.

Q. Do you know whether they came broken there, or by some act of the fire, or whether by some other means?—A. I believe so; they had thrown them on the ground.

Q. How could it leak—a shoyu tub?—A. The floor of the warehouse, it was smashed down on the ground.

Q. [To the commission.] Has Mr. Bergino testified as to these words written on this paper?

The CHAIRMAN. Ask him.

G. BERGINO recalled:

Mr. DUNNE. I will ask you, Mr. Bergino, if you have any knowledge who wrote these words, "to the warehouse," that is in your inventory, and when they were written in your inventory?

A. I had this list in my possession for a good many days after the fire, and I handed this list, I don't remember to whom—Mr. Testa or Mr. Pratt—and those words on that list must have been written when I handed it over.

Q. They were on there when this paper left your possession?—A. Yes, sir.

Q. And they were put there during the process of taking this inventory by you?—A. No, sir.

Q. But do you know who did write them there?—A. No, sir; I don't know the writing at all.

The CHAIRMAN. Mr. Ballou, I think it is proper that Mr. Brooks should be notified, unless you are representing the claimant. This claim is filed by F. M. Brooks; now, who is representing this claim?

Mr. BALLOU. Mr. Brooks represented the claim, and I took a part in it at the last moment because it was a Japanese claim.

The CHAIRMAN. Would it be necessary to notify Mr. Brooks simply that the commission has started, that is all?

Mr. BALLOU. I will notify him to let the matter go on until tomorrow morning at 10 o'clock, and I will notify Mr. Brooks.

The CHAIRMAN. If you don't, we would do it out of courtesy to Mr. Brooks, and if you will see to it. Do you wish a subpoena issued for Mr. Hobs? We have sent to try to find him. There is one thing I would like to hear, and we expect during the afternoon to find him.

The further hearing of this matter is continued until the 9th day of July, 1901, at 10 o'clock a. m.

K. EMY AMTA recalled:

Mr. BALLOU. Do you think that you can give the valuation at whole sale—the price at wholesale—the price of the various Japanese articles imported from Japan?

A. Yes, sir; some of them I can tell.

Mr. ANDRADE. Were you in Honolulu about December, last year—the whole month of December, 1899?

A. Yes, sir.

Q. What was the price at that time of goma a bag?—A. About 7 cents a pound.

Q. How many pounds would the bag contain?—A. Some 100 pounds.

Q. And it was about 7 cents a pound the last year—1899?—A. Yes, sir; that is the market price.

Q. The market price or the cost?—A. The market price.

Q. What is the cost price of that article?—A. About 6½ in Japan Japanese gold or Japanese money.

Q. Did you pay for your goods—in the habit of paying for your goods—in American money or Japanese money?—A. American money.

Q. So that the cost in Japan—that would cost in Japan about 6½ cents in Japan?—A. Yes, sir; about that. I told you the price is 7 that is, American gold.

Q. And that is here?—A. Yes, sir.

Q. What is the price of shoyu; what was the price in December 1899?—A. That depends on the quality; some \$1.35 and \$1.40 and \$1.70 and \$1.80.

Q. It depends on the quality?—A. Yes, sir.

Q. Is that the cost landed here in Honolulu?—A. Bought and paid for; yes, sir.

Q. All the cost?—A. Yes, sir.

Q. Now, what is the cost of shoyu; what is the cost price of that article?—A. I think \$1.25.

Q. Here?—A. Yes, sir.

Q. Including freight?—A. Yes, sir; including freight per ton.

Q. What is No. 1 shoyu worth, the very best article; what was the market value in December, 1899?—A. I can't say exactly; about \$2 pretty near \$2; now it is \$2.50.

Q. What is the price per keg of kobu?—A. \$3.50, 100 pounds.

Q. Shiraga kobu, what is that worth?—A. I think that is 7 or 8 a pound.

Q. How many pounds are in a case?—A. Sometimes 50 pounds and sometimes more than that.

Q. Did you ever have a case with more than 100 pounds in it?—A. No, sir; not more than 100 pounds.

Q. Do you know of your own knowledge that a case ever contains more than 100 pounds?—A. Yes, sir; it contains more than 100 pounds.

Q. You have seen it?—A. No, sir; I never have seen it, but it is pretty heavy stuff.

Q. How much does the case weigh?—A. I don't know for sure.

Q. What is the price of warira?—A. From \$4 to \$5.50 per 100 pounds; sometimes more, though it depends on the quality.

Q. Have you ever seen it cost \$6 a bale?—A. Yes, sir; sometimes it is higher. When it is high in Japan it is high here.

Q. Have you any idea what the market price of that article was here in this market in December, 1899?—A. I think \$4 or \$5; sometimes \$6. It depends on the quality. About \$6, I think.

Q. Take the item 472 cases of somen; what was that worth at that time?—A. \$2.25.

Q. Landed here?—A. Yes, sir.

Q. That is, in American money?—A. Yes, sir.

Q. I understand you \$10.25, landed here?—A. Yes, sir.

Q. And there are different grades of that?—A. Yes, sir; some 10 and 15 cents; some higher and some lower.

Q. But what is the average?—A. \$2.25.

Q. And all cases just the same?—A. Yes, sir; they weigh about 40 pounds, I think; two boxes in one case.

Q. So that somen—what do you estimate that to be worth, the two cases inside, just as you say, what do you estimate those are worth?—

A. Always import two boxes in one case.

Q. That is, when there are two boxes in one case the boxes are \$2.25 and the case \$4.50?—A. Sometimes they put four boxes in a case.

Q. I asked you to take the 472 cases of somen, and how much is it case?—A. Some put in two small boxes and some put in four small boxes.

Q. You have got 472 cases; now, how much is that worth a case; what is known as a case?—A. \$2.25 one box; one small one.

Q. How many boxes in a case?—A. Sometimes two and sometimes four.

Q. Well, then, state what would you interpret this to mean: 472 cases of somen; what do you interpret that to mean?—A. I think that is the same; the small boxes.

Q. How much is the price of the small boxes?—A. \$2.25.

Q. What would beans be worth a bag at that time; how much a bag?—A. \$2.60 or \$2.70.

Q. Kawayanaga tea, what was that worth; how much a case?—A. About 10 cents a pound.

Q. How many pounds in a case; how much in a case? A. I don't know; some put it 50 pounds, and some 100 pounds; no regular case.

Q. Eighteen cases of tea, how much would that be; how many pounds?—A. No regularity to the case; I can tell by the pound.

Q. When you are speaking about the cases of goma for 3½ cents American, did that mean landed here or in Japan?—A. In Japan.

Q. Do you include in that the custom-house and freight?—A. No, sir.

sure that the taxes were paid on those goods or not, all of those goods were handled by Mr. Segi, manager, the cash going out and coming in.

Q. The idea of asking that question was to give some idea of the amount of stock that he was carrying. Was the question leading up to the amount of stock that he was carrying in his possession in his business the year before?—A. Yes, sir.

Q. I would like to ask this man, can you tell us whether these were Japanese groceries, or whether they were American groceries, or English groceries, or whether they were a mixture of everything, these 256 cases of groceries?—All Japanese provisions.

Q. Japanese?—A. Yes, sir; canned goods.

Q. Were any of the goods in the warehouse at the time of the fire ever returned to you?—A. Nothing returned.

Q. Not returned?—A. Nothing returned.

Q. What was done with them?—A. Carried away by the board of health.

Q. You never heard of them again?—A. No, sir.

Q. What is that book?—A. The shipping book.

Q. Where are the firm books, the books covering the business?—A. At the store.

Q. We want all of those books before the commission. Bring all the accounts you have got in the store—who comprises the firm of Shimamoto & Co. When you order these goods from Yokohama do you send the money for them or do they carry the account for you?—A. I pay cash and on account.

Q. Do you deal with more than one firm in Yokohama? Do you send the money to them or do they carry the account for you?—A. I pay cash and on account too.

Q. Do you deal with more than one firm in Yokohama?—A. In Yokohama, one firm; but there is some more in Hilo Shinya.

K. S. IMANISHI recalled.

Mr. BALLOU. What is your business?

A. Well, I am manager of the Yokohama Bank of Savings.

Q. What is your position? What was your position in regard to any committee at the beginning of the plague here in Honolulu?—A. I don't remember the exact date, but it was from the fire. I don't remember the date exactly—that is, the date of the formation of the society; this society was formed before the fire of Shimamoto or after the fire of Shimamoto.

Q. Was that before or after the big fire?—A. Oh, yes.

Q. Which, before or after?—A. It was before the big fire.

Q. Now, this committee was formed by whom?—A. Formed from the prominent Japanese in this city.

Q. And what was it—and you were president of that committee?—A. Yes, sir.

Q. What was the object of that committee?—A. First, the object in this city was to investigate the condition of things in Chinatown and for food, but I didn't supply it.

Q. A relief society?—A. Yes, sir; but after the big fire in Chinatown our business was to begin to work among the sufferers and get a statement of their loss.

Q. Before that what warning had been given to you, the sufferers before the big fire?—A. It was about the first part of January, by

It posted by the Japanese consul, and subsequently the society informed the sufferers in Chinatown to make their statements on the banks, and also the merchants to make it out.

Q. At that time were there any negotiations pending between the merchants and the government?—A. There was, as you all know, three merchants' committees appointed, Mr. Keiser, Mr. Humbert, and Mr. Wakefield; these gentlemen came around to me and asked me if I could ask the Japanese merchants to surrender the goods in their possession at 66½ of the cost price; I think it was January 15; on that day I called a meeting of the society; I sent word to the Japanese merchants in Chinatown to make an inventory, and to decide whether they would surrender for 66½ per cent or not; they had a meeting in Chinatown and we had a meeting outside.

Now, finally, it was decided by the society on the outside to ask the board of health to pay and we would accept the 66½ per cent of the full cost price of their goods, and it was decided on the 19th of January. The next morning the committee called upon Mr. Paul Neumann to file a petition before the board of health to appoint five appraisers, one from the Japanese and Chinese and three from the board of health, and this committee of five to appraise all the merchandise in Chinatown and shall have full authority to accept 66½ per cent of the cost.

Now, it was about 9 o'clock in the morning of January 20 we left his office and we returned to our office; the fire was on top of the steeple of the Kanaka Church; the wind was blowing hard, and after two or three hours Chinatown was struck by the big fire; consequently, the business of the committee was done, evidently; but, then, after the fire was passed it took up the matter of making the inventory of the property lost, and we moved slowly on that.

Q. It was your committee that sent into the detention camps?—A. Yes, sir. Well, about eight committees appeared in the society and three were especially appointed, elected to investigate the loss, and five society committees were sent to the camps to get a statement. Now, I want to make a statement as to how these statements were made, as I told you gentlemen the Japanese consulate posted a bill to each one to make out an inventory or statement. Subsequently we met and also advised to make them very particular, all of their possessions; that would avoid confusion. On the other side the merchants' committee asked us to sell at 66½ per cent of all the Japanese merchandise, and we acted specially for the Japanese merchants, and we advised them to be particular in making out the bill, the inventory of their goods.

Q. Most of the sufferers of January 20, the fire, they took the inventory and memorandum to the camp, and from the memorandum the inventory was made of the items lost, and that list was brought to the society and these copies were made.

Q. Are these samples of the list that was made?—A. Yes, sir; the original receipts.

Q. At the time they were made in the detention camp?—A. They were made in Japanese.

Q. Were they signed by the claimant?—A. Yes, sir.

Q. At the time they were made in the detention camp?—A. Yes, sir.

Q. Each one signed it?—A. Yes, sir.

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Q. At the time they were made in the detention camp?—A. Yes, sir.

Q. Each one signed it?—A. Yes, sir.

Q. Signed like that?—A. That is a copy from the original receipt—the original receipt.

Q. Do I understand that is not the original?—A. No, sir.

Q. When your agents went into the detention camps did they take the blanks with them?—A. Sometimes to some camps. Other camps they got the original papers in Japanese.

Q. You mean by that that the paper that was made out in the detention camp was made out by the sufferers before the fire and taken to the detention camp?—A. Yes, sir; before the fire.

Q. And taken to the detention camp?—A. Yes, sir.

Q. And from some of the camps you collected these slips?—A. Yes, sir.

Q. And were those copied by the committee?—A. The committees mostly done by the committees; the committee was elected especially for that purpose.

Q. Who was on the committee that received any of those original slips in Japanese and put them on these blanks?—A. Well, Mr. Kobayashi, Mr. Y. Takaka, and Mr. Tanaka. He was the head of the committee, and two to assist besides.

Q. Do you know whether, as a matter of fact—what camp was it made by the committee and retained in the camp?—A. Well, the drill shed.

Q. That was the camp where these were made up and signed by the sufferers?—A. Yes, sir; and Kakaako and Kalihi.

Q. You simply took out the original slips to the claimant?—A. Yes, sir.

Q. And actually wrote those out and took them back again?—A. Yes, sir.

Q. Do you know whether the reductions were made at that time on the original slips, and were they filed by the claimant?—A. Well, I was informed by this committee that they made the reduction.

Q. Before ever these first Japanese claims were made out?—A. Yes, sir.

Q. Now, after these claims were made out in this shape, what was done with them by the committee?—A. Oh, yes; the terms were made out on that basis clear through the case in the Japanese consulate, that is, on March 7.

Q. What further did your committee have to do with the merchandise claim?—A. Well, about the merchandise; we took from each merchant an inventory which they made, and when the committee, the merchants' committee, proposed to buy their goods, from that day we made original receipts, original receipts copies of their loss, it wasn't transferred; the personal effects were transferred on March 7, that transfer of the merchandise.

Q. Personal and merchandise claims were not turned over to the consulate on March 7 along with the personal property?—A. No, sir; the last claims were sent in on March 7, and the personal property numbered 2,300.

Q. What was done with the merchandise claims?—A. We took from the inventory of the claimants; that was after the big fire.

Q. Did you have anything to do with appraising the value of the merchandise, the effects of several of those merchants?—A. The value was; mostly the committee—the investigating committee.

Q. Which committee?—A. The balance of the committee.

Q. Of the Japanese society?—A. Yes, sir.

Q. They investigated the values of the merchants' claims?—A. Yes, sir.

Q. Who comprised the committee, who were the men that had anything to do with it—with the examination of the prices on the merchandise; the value put on the merchandise?—A. Mostly done by the gentlemen whose names I just gave you.

Mr. PRATT. Who valued the personal effects?

Mr. BALLOU. Who first put the valuation on the personal effects?—A. Well, that was done by the committee of eight.

Q. At the time the claims were made out this way in the drill-shed camp, and the original lists came in from the other camps, had the claimants put in the valuation on them?—A. Yes, sir.

Q. They had?—A. Yes, sir.

Q. They had put their valuation on them?—A. Yes, sir.

Q. So that anything the committee did was in the way of revision?—A. Yes, sir.

Q. And what committee was intrusted with the revision of the personal effects—claims?—A. I was informed by the committee when I went to ask these three gentlemen about the particulars of the valuation and the inventories. This Japanese society handled any one of these things and other things. There were a great many things attended to.

Q. So that you did not have any personal knowledge; you were simply general manager of the society?—A. Yes, sir.

Q. When was the present committee of thirty organized?—A. I was out of it; out of town at that time. I left here on January 29 of this year and went to Hawaii, and I remained in Hawaii about one month.

Q. Then it was this year that the committee of thirty was organized?—A. Yes, sir.

Q. Now, why was it necessary to form that new committee of thirty?—A. Well, that first committee was elected mostly of those that lived outside of the quarantine. The direct sufferers couldn't come out and attend to the meeting.

Q. And your society was formed of people outside?—A. Yes, sir.

Q. The present committee of thirty was composed of the sufferers themselves?—A. Yes, sir; the sufferers themselves.

Cross-examination:

Mr. ANDRADE. Are you a Japanese official in this country in any way; do you represent the Japanese Government in any particular?

A. No, sir.

Q. What is the distinction between the Japanese society and the committee of thirty; are they distinct bodies, or is one a part of the other?—A. Well, just as I told you; the difference is, the first society was formed solely of those outside of the quarantine, and the present committee is formed from the sufferers themselves.

Q. That is the late committee of thirty?—A. Yes, sir.

Q. Now, you have testified that some of these claims were drawn up right in the camp where the sufferers were—that is, the detention camps—and others were copied from slips of paper which were drawn by the claimants themselves in their respective camps?—A. Not in the camp; they made the memorandums and then we made the inventories; they made such memorandums when they were in Chinatown, and particularly each one; consequently, they were made—the memorandums—before they left Chinatown.

Q. And those memorandums are what you made the inventories from, is that the idea?—A. Yes, sir.

Q. Some of those claimants—they lost all of their belongings, did they not?—A. Well, about that, particularly, I will have to refer to the committee of three.

Q. Have you any knowledge of the ascertainment of the price for the different articles that they claim to have lost in the fire?—A. I was informed by the committee that investigated that they had investigated as far as possible the individual interest and where they got it. Where the claimants put down \$5, the committee asked them whether they bought it at the time of the big fire or whether they got it before or how long they had had it, and in that way made an estimate.

Q. These committees, were they entirely uninterested parties?—A. Yes, sir; outside parties.

Q. Then they made a reasonable allowance for wear and tear; is that the idea?—A. Yes, sir.

Q. Did they take into consideration the deterioration of the goods that were in the store any length of time?—A. You mean personal property or merchandise?

Q. Merchandise.—A. Well, about the merchandise, they made inventories while they were in Chinatown because of the three committees' proposition to pay 66⅔ per cent.

Q. Do you know by what authority such a proposition was made?—A. Well, that I can't tell; it was from the other side; simply that is what I was informed by the three merchants' committee they arranged to make that pay, 66⅔ per cent.

Q. Do you know whether or not all of the claimants appeared personally before any of the committees selected for the adjustment?—

A. They were investigated by the committees and if the committee thought that the claim was not right or original the committee claimed to investigate for the regular society; it was partly discussed with the committee whether or not this amount, that the amount could be based on these articles which they claimed to have lost. Yes, sir; they had nothing to do with the sufferers; no connection whatever.

Mr. BALLOU. Every one brought before the consulate and signed this and got a receipt, they didn't appear before this committee?

The CHAIRMAN. The question is—never mind whether or not the consulate was satisfied, all of these people were living here at the time and they appeared before the consul as individuals.

Mr. ANDRADE. Not to fix the value of their goods?

The CHAIRMAN. Whether they presented themselves in person before the consulate; otherwise they may have been in doubt.

Mr. ANDRADE. Do you know whether or not any of the goods contained in those inventories were afterwards returned to their respective owners?

A. I don't think the inventories were returned to them.

Q. In the case of the merchants, or otherwise?—A. Well, some of them got something from the Aala warehouse and some from the government warehouse on Beretania street—I don't know where.

Q. Do those inventories show that?—A. Yes, sir; oh, yes.

Q. During this investigation do you know whether or not a great many of these inventories were interlined to such an extent that they were entirely thrown out?—A. I believe so; that some of them were entirely thrown out because they were not reasonable at all.

Q. Were they for merchandise or personal effects?—A. Both, per-

sonal effects and for merchandise; they made inventories at the time, and they made particular new inventories at the time, and all merchandise was certified over to the merchant committee, and then they will have to see the inventory, and they can put down anything they didn't put down; they can put down what they had.

Q. Now had any of these committees any other evidence by which they could have drawn up these inventories other than the simple evidence given them by the claimants?—A. Yes, sir; well, the committee had, for instance, the evidence—if the claimant said he was in a Japanese lodging house, then the owner of the lodging house was asked whether he had such things or not.

Q. And in so doing did they get very much information?—A. I suppose so. I can not answer that.

Q. And that was the only evidence that the committee had to assist them in ascertaining the number of the articles which was contained in those inventories and the statement of the claimants?—A. Yes, sir.

Q. When ascertaining the amount of merchandise belonging to these various claimants, was invoice or bills or anything of that sort produced to verify in any way the statement that they made?—A. Well, mostly all of those things were burned up in the big fire, and the most of the inventories were taken with them out to the camp, which were made just before the big fire.

Mr. BALLOU. And they made those inventories for the purpose and with the idea that they would sell the goods to the Government at the time and when the Government would have an opportunity to investigate, and therefore they could not be fraudulent?—A. The fire destroyed all the evidence at the time they made these inventories. It was expected that the Government would come.

Mr. ANDRADE. They made them upon the information they got from the merchants' committee?—A. Yes, sir. The inventories which were made at that time the merchants' committee had proposed to buy at 66 $\frac{2}{3}$ per cent. They compared, then, the invoice. It was just before the big fire, and they had all gone over their goods and made an inventory of their goods and an account of their goods.

Q. And they made—these inventories were made by them?—A. Yes, sir.

Q. Where are those inventories?—A. They have them.

Q. Have they ever been before any of these various Japanese committees?—A. I think they have passed the investigation; they are original inventories.

Q. Why are those not with the committee, while the copies are?—A. They kept them and on the 1st of November they gave them—

Q. Then these original inventories as made by them would be valuable to compare with these, that is, if they are called for?—A. Yes, sir.

Q. In some of these statements it says, canceled the personal effects—it doesn't show for what reason. For what reason were those canceled—for instance, the silk kimona, why was that canceled?—A. Because the consul didn't think he had it; that I can't tell.

Q. It was done by the consulate?—A. I can't exactly say when, or give you the dates when the inventories were made.

Q. As a rule, all of these claimants or the majority of these claimants—have you made them any allowance at the bank?—A. No, sir.

Q. It is not a class of people, the claimants are not a class of people

that the Yokohama Bank would loan money to?—A. No, sir; we don't loan money on claims; the money is sent out to Yokohama; we use the money to buy exchange on China and London and New York.

Q. Now, in preparing the claims of merchants in regard to merchandise, did the committee take into consideration whether or not some of those items were cash?—A. Well, about that I will have to refer to Mr. Kobayashi—I wasn't informed whether they investigated or not.

Q. You don't know?—A. No, sir.

T. KOBAYASHI called:

Mr. BALLOU. Mr. Kobayashi, Mr. Imamashi has informed us that you were on the special committee?

A. Yes, sir.

Q. And that is the committee for the collection of these claims?—A. Yes, sir.

Q. Who were the men that went into the detention camp afterwards?—A. It was appointed as a committee, and that committee appointed a subcommittee. Sometimes I have been at the detention camps, but most of the times the subcommittee went down there and took those memorandums.

Q. Who were on those committees?—A. Dr. Kamaski, Mr. Ono, Mr. Sago, and Mr. Segi.

Q. What district did you go into yourself?—A. To Kakaako.

Q. And did you take those blanks in with you?—A. No, sir.

Q. What did you do in Kakaako detention camp?—A. I had down there one slip of paper I have given to other persons—there was not any paper in there to make a memorandum on.

Q. And did you find in there any who were already prepared with the memorandum?—A. Yes; some already has the paper.

Q. And some of them had not?—A. And some has not.

Q. Those that did have the paper ready, what did they do?—A. Well, of course, when I had been there some time, some wanted to make a list of his personal effects, and some had no paper—if they had any paper I advised them to make a list of their goods.

Q. And what was done with those merchandise—those memorandums?—A. After I gave them the paper I left I have been there the next day or two days after to collect the memorandum.

Q. To collect them?—A. Yes, sir.

Q. And at that time you collected some memorandums that the men had brought in from Chinatown with them?—A. Yes, sir; and some that had already been made out on paper.

Q. Which was furnished them two days before?—A. Yes, sir.

Q. And what did you do with those memorandums?—A. I brought them back to my office.

Q. Where was the committee's office at that time?—A. I had an office in the Orpheum building. We had removed our office to the parsonage of the Baptist Church on Fort street.

Q. And then how were these slips in Japanese made up?—A. Each one?

Q. One like that.—A. That is the size.

Q. From those slips that you collected?—A. Yes, sir; we took a copy from them.

Q. How was it with reference to the drill-shed camp?—A. They were different. We sent those form of blanks by a person living inside, and they selected other parties to write the Japanese.

Q. And they wrote the Japanese words to make up their blanks?—A. Yes, sir.

Q. Now, from those slips that you brought out from Kakaako onto these Japanese blanks, were there any claims rejected or reductions made?—A. Yes, sir; when we wrote out these slips of paper—the memorandum—and when we took the copy there we put it into the form of a statement; in some cases we find that it is not correct.

Q. Why did you know it was not correct; how did you know it?—A. I know things. There was a few of those cases—probably only one case. I thought her husband's occupation—I knew her husband's occupation—

Q. Was what?—A. One woman whose husband died. When her husband died I heard her condition wasn't so good, and still when his widow made the claim I just took notice. I seen backed as her memorandum that I was handed to investigate whether it was true, and I direct told her, of my own knowledge, "I believe you have not got so much money and goods as what you describe."

Q. Was that claim cut down?—A. Yes, sir.

Q. How many were there of those?—A. Only a few when we got through and made up the statement. I wrote down very carefully. They were drawn up very carefully. I tried to avoid dishonest statements, if possible.

Q. At that time these claims were not signed by the claimants at all?—A. No, sir.

Q. They were made up at that time?—A. Yes, sir.

Q. And the claimants were in the detention camp?—A. Yes, sir.

Q. Do you know when they were sent?—A. After that we transferred them to the Japanese consulate.

Q. Now, did the claimant fix the value of the personal effects?—A. Yes, sir; and the Japanese United Society; Mr. Imamishi was the president of the society; every person in the quarantined district. I remember one house, after two or three hours' notice the fire department went there and burned it. I believe they had no time to take an inventory of their goods; but, as I said, I desired telling everyone to make an inventory, a memorandum, or bill of what they had, and when we sent out orders the committees went down to the detention camps and told them that they must put down everything—for instance, they made up one shoe \$3, but after one year or two years the valuation must be down.

Q. Now, did you look over the valuations so as to put them in the blanks?—A. Yes, sir.

Q. Make any reductions?—A. Well, in a very few places.

Q. Then what was done with those blanks finally?—A. They were transferred to the Japanese consulate.

Q. On the 7th of March?—A. Yes, sir.

Q. Now, what did your committee have to do with the merchandise—the merchants' accounts?—A. Well, the merchants they made their own memorandum or list of goods; we looked over them, and those blanks were turned over to the Japanese consulate's hands; we didn't send the statement of personal effects, because the merchants' statement is very long, and the merchants every week would say, "We will

make up a statement, a proper statement, right in English, if it is necessary to do it, in typewriting," and they will hand it into the Japanese consulate, showing the nature and amount of their accounts, showing that they just simply made up the statement of the total amount of their merchandise.

Q. At the time you transferred the personal-property schedules to the consulate, did you know how many were transferred?—A. I know that 2,300.

Q. And were those all that you had in your hands?—A. Yes, sir.

Q. Did you afterwards make up any more?—A. Yes, sir; one or two from further parts.

Q. Did you have anything to do with the final valuation of the merchandise?—A. No, sir; I did not make up the valuations myself.

Q. Who did make it up?—A. The merchants themselves.

Q. Did you look it over?—A. Yes, sir; I looked it over.

Q. Did you revise it at all?—A. No, sir; I didn't make any difference.

Q. No revisions?—A. No, sir.

Q. When you speak of the merchants, you mean the claimants themselves?—A. Yes, sir.

Q. How many of the Japanese claims are there?—A. I don't know. I don't remember.

Q. How many of these are assigned over to Ozaki?—A. I don't know.

Q. When, with reference to their being transferred over to the Japanese consulate?—A. At that time Ozaki was not interested in the claims in the committee.

Cross-examination:

Mr. ANDRADE. You have testified that you took those blanks, pieces of paper, to the detention camps and then had made a list of the property lost by the claimants?—A. Yes, sir.

Q. That is the idea?—A. Yes, sir.

Q. Did you have anything else to go by but the bare word of those claimants?—A. Exactly.

Q. And you do not know whether or not they are interlined?—A. What is that?

Q. You don't know whether they claimed more than they really had or not?—A. No, sir; we did not know beforehand. We advised them to make up a list of things claimed.

Q. Do you know whether or not they made up this memorandum?—A. Of course I do not.

Q. Did you not have a great many Japanese just simply tell you what they had, and they had no memorandum; isn't that so?—A. Yes, sir; some has no paper. That is why they didn't make up their memorandum—sometimes the man's memory is defective.

Q. Now, you simply had their word for what they had lost?—A. Yes, sir.

Q. And while you were on the committee did you frequently—— A. At this point I might say his memory is very fresh—fresh before the big fire of the 20th; I don't remember how long before. But, anyway, as I said just a few moments ago, our society advised them, every person in the quarantine station, to make up an inventory of the goods, because

any time that the Government gives notice, then the parties can prove up their case.

Q. But as a matter of fact you got a great many inventories just from what the Japanese claimants would tell you, is that not so?—A. Yes, sir.

Q. Now, did you serve personally on any of these committees that passed upon these inventories?—A. We looked them up.

Q. Now, if a man came in with a claim that looked reasonable, you passed upon it?—A. Yes, sir.

Q. Were any of them enlarged?—A. When we saw anything we looked it up carefully, and if it was reasonable we passed it.

Q. What did you look up?—A. His own papers, memoranda which we wrote down on this slip of paper. After we got it we wrote down ours. In a very few cases they didn't have it; they had lost their memorandum. There was a very few persons that came and told us how many or what the goods were.

Q. They came to you?—A. Yes, sir; a very few.

Q. Well, on the other hand, you did have a great many at the detention camp?—A. Yes, sir. In the detention camp they didn't have any paper and we supplied them with paper.

Q. You had nothing else to go by but their say so?—A. Yes, sir.

Q. Now, as to these inventories, as to merchandise, could you testify that these were correct inventories?—A. I think so.

Q. How?—A. Because I have looked them over very carefully. Some of the prices are different and some of the amounts are different, and at that time we thought there are many merchants. There are some merchants that import goods direct from Japan, and some of the merchants never import the goods from Japan, but get them wholesale from Ozaki, so we could put down the real price that must be different; and also many of the importers are large importers. Then he would buy his goods in large quantities at one time, and some one else, a very few in comparison, a few goods in Japan; so the price must be different.

Q. Now, we take, for instance, the man that imports a large quantity of goods from Japan?—A. Yes, sir.

Q. And he presented you with an inventory?—A. Yes, sir.

Q. Now, how do you know that was a true statement of the goods contained in his store or warehouse at that time?—A. Well, of course, that I can't say.

Q. You don't know?—A. No, sir; I trust him.

Q. You simply have to trust him?—A. Yes, sir.

Q. And you do not know whether his inventory is true or not? You have to take his word for it?—A. That is very difficult to say.

Q. Now, as a matter of fact, did you not take their statement as true?—A. Yes, sir.

Q. Did you make any examination of the books of any concern?—A. No, sir.

Q. Did you examine the invoices?—A. No, sir.

Q. Did you examine the stock books?—A. No, sir.

Q. As a matter of fact, you took the bare and simple statement as he presented it to you as a true inventory, and that is what you had to go by?—A. Yes, sir; but the bills I looked over.

Q. Now, did you fix the values?—A. As I said before, of course some one has; I don't know the values myself.

Q. Who did that?—A. It is drawn out themselves, and he presents it to us.

Q. Take, for instance, a large importer of goods, how do you get at his valuation, the market price here or the market price in Japan?—

A. Well, I acknowledge that he made up the values.

Q. That is the case?—A. Yes, sir.

Q. In Japan or here?—A. Landed here.

Q. But their shoes, etc.?—A. That is an expense, and, of course, very expensive, too.

Q. Did your committee make any deduction for goods that had been in the warehouse and stores for any length of time?—A. No, sir.

Q. Why not?—A. Well, they presented these inventories and we knew, and we agreed that these is just the goods that they lost by the fire. Of course, if I found in some cases they were not there, they were deducted from the statement, and he didn't make any claim for them.

Q. As a matter of fact, you didn't know whether the things or goods were kept in the store or the warehouse for three or four or five years, or any length of time?—A. No, sir.

Q. You got the impression that the goods were all good, fresh goods?—A. I didn't think some of the goods, the groceries; they are not all fresh; there might be some of them old.

Q. But the majority of these claims are for other merchandise than groceries, clothing, and dry goods?—A. There are other things: I think the dry goods is not always new, because some merchants import a great number of silks from Japan and they keep some of them a year and a half.

Q. But some merchants import a great many different articles which are perishable, do they not?—A. Yes, sir; like provisions.

Q. So you did not go into it deep enough to ascertain how long any of the perishable stuff might have been in the warehouse or the store, did you?—A. No, sir.

Q. Now, I want to ask you a few questions. We will just take up the claim No. 180; it belongs to T. Kanashi; your inventory shows that he is a contractor. Is it ordinary for the Japanese to have one piece of silk crepe, 4 yards, valued at \$20?—A. Yes, sir; some.

Q. A Japanese in ordinary circumstances?—A. Yes, sir; that is not ordinary.

Q. He is above the ordinary Japanese that has silk crepe, 4 yards, valued at \$20?—A. Yes, sir.

Q. Is it ordinary for Japanese in ordinary circumstances to have a kimono?—A. Japanese from Japan have kimonos of silk.

Q. Here is an inventory that claims 3, 4, 5, 6, 7, 8; one at \$18. Is it ordinary for a Japanese to have a kimono worth \$18? Is that so in ordinary circumstances?—A. Eighteen dollars for a kimono?

Q. Yes, sir.—A. Eighteen dollars is not such a big amount for a silk kimono.

Q. Would you tell the court what obayashischi is?—A. That is a very valuable silk.

Q. What is it used for?—A. For wear.

Q. For man and women?—A. Yes, sir.

Q. That is also \$20?—A. That is cheap for that quality.

Q. Now, here is a man only a contractor?—A. Yes, sir.

Q. Do you know what committee had charge of this one claim?—A. I don't, now. I don't remember who drew up this statement.

Q. What is your occupation?—A. I was interested in the immigration company.

Q. And now?—A. In the same business.

Q. Are you interested in any of the Japanese business?—A. I was manager of Ozaki's dry goods store about six or seven years ago. I severed my connection with Mr. Ozaki last year, in December.

Mr. ANDRADE. In examining these inventories, did you look up the question of insurance, to see whether these stores or warehouses were insured?—A. You mean by that personally?

Q. Merchandise and personal effects?—A. Yes, sir; some in regard to the personal effects, and the merchandise; some of them were asked whether or not they were insured, but not all.

Q. Then you do not know, as a matter of fact, whether or not any of the merchants was insured, do you?—A. No, sir.

Q. Then you simply took the statements that were presented to you—the inventories that were presented to you—and that was about all, wasn't it?—A. Yes, sir.

Q. The question of insurance you didn't go into at all?—A. No, sir.

Q. And you did not know whether there were any insurance paid at all or not?—A. No, sir.

Mr. PRATT. You are asking more particularly in regard to the personal goods and not in regard to the merchandise; you left that to the storekeepers?—A. Yes, sir.

The CHAIRMAN. You did not appraise the merchandise yourself?—A. No, sir.

Q. In these claims your committee did not appraise any of them. You didn't appraise the value there at all; you simply accepted the statement of those goods that they had on hand, and those goods were worth so much?—A. Yes, sir; that is the statement as it is presented.

Q. Did you overlook them?—A. Yes, sir; of course we looked over the valuations, and if we thought that the valuation wasn't so much we would call the person and ask him whether it was all right or a mistake.

Q. And you made this statement. Did you get that from the statement of the claimant himself? There was no other proof of his having the amount of goods as represented in the case?—A. No, sir.

Q. There was no way of checking it at all?—A. No, sir.

Q. But from the statement of the claimant himself?—A. Yes, sir.

T. TANAKA recalled.

Mr. BALLOU. What official position do you hold in the Japanese consulate?

A. I am vice-consul.

Q. When did the consulate first take up the investigation of the Japanese claims?—A. All the claims?

Q. Yes, sir.—A. It was on the 7th of March last year we received those documents from the Japanese society.

Q. What documents do you refer to as having received on the 7th of March?—A. It was only the Japanese originals.

Q. Of which this is a sample?—A. Yes, sir.

Q. These are the Japanese originals?—A. Yes, sir.

Q. They were received on the 7th of March from the committee?—

A. Yes, sir.

Q. From the society?—A. Yes, sir.

Q. At that time were most of the claimants still in quarantine?—A. I think some of them were discharged.

Q. At the time those claims were turned over to the consulate were they signed by the claimants, or not?—A. I saw them at that time; I don't think—I don't say they were signed at that time by the claimants.

Q. What steps did the consulate take on receiving those original Japanese claims?—A. I was instructed by my consulate to look them over and receive the statements.

Q. And what was the result of looking them over?—A. I found out many things at that time; one thing quite important was that their statements, almost every statement, by looking at the signature of every claimant, in certain cases there were missing items in regard to their occupation and the destruction and such things. In some statements there were statements that they could not explain; there were, of course, items I couldn't explain, because the claimants came from some place in Japan, and they used only the local dialect, and those statements, and such things you have to follow up.

Q. At the time these documents were turned over to you was there any list made of them?—A. Yes, sir; the list that I have received at the time.

Q. Summarizing those original claims as they were turned over, what are those dates at the top—first line, household packages in the first column, and in the next column cash, and the next column household furniture and utensils, and the next column— A. Clothing.

Q. And the next column?—A. Jewelry of all kinds.

Q. And the last column?—A. Miscellaneous.

Q. They correspond, do they not, to the heads of the English blanks?—A. Yes, sir.

Q. They are the same heading here?—A. Yes, sir; all kinds of furniture, cash, clothing, and so forth.

Q. Are these copies of each other?—A. No, sir—yes.

Q. Consecutive, that is, Nos. 1 to 888, and this begins 889 to 1,776, and 1,777 to the end?—A. Yes, sir; which is 2,300.

Q. They were turned over to you then?—A. Yes, sir.

Q. What is this?—A. That is the total receipts.

Q. And that is the list?—A. Yes, sir.

Q. And as detailed by you to the committee?—A. By the committee. I didn't calculate it at all at the time.

Q. This covers 63 pages, and these pages are a detail of this list?—A. Yes, sir.

Mr. PRATT. From the valuation indicated and the aggregate valuation extended?

A. I don't think these 2 pages have been added up.

Q. What is the total of the first 36 pages?—A. Those are added in pencil; that has been added, but not the total.

Mr. PRATT. What is the aggregate?

Mr. BALLOU. Of those 2,300 claims of personal property?

A. \$491,610.97.

Q. After those 2,300 claims came in, were there a few claims that came in from the committee?—A. I understood at the time of that

transfer that the Japanese society told us that there were some remaining claims in their hands; but I think that 2,300 is the round number to make it—after the 2,300, that left a few claims to be transferred, which we did from time.

Q. As they got them in shape they turned them over?—A. Yes, sir.

Q. What, then, was the first action that you took after looking over those blanks and finding that some of them lacked the signature and certain data, such as the occupation, and so forth?—A. It was the 7th of March that these documents were transferred. At that time I think the consulate informed several of the claimants to appear before him and make and verify it by their signature.

Q. Was that done?—A. It was commenced actually there, I think, on the 21st of March.

Q. On that day the claimants began to appear?—A. Yes, sir; and in the office—our office is small, but we had another office down town there; I myself went, and one of my colleagues went to supervise the work and make the investigation.

Q. Were the contents and the signatures of the various claimants as they now appear on those documents?—A. Yes, sir; the signature of the claimants, and here is the date that those signatures were made; that is, written on the 6th of April; and besides there is written the location—the present location—of the claimant, so as to make it easy in the future to address him.

Q. Now, as far as the personal property was concerned, have all the claims that have been prepared for filing—have they been signed by the respective claimant?—A. Yes, sir.

Q. Are there any claims that you have received from the Japanese Society which the claimants did not come in afterwards and sign?—A. Yes, sir; we have a few still in the office; I can't know the exact number of those unsigned claims, but I believe it is more than 100.

Q. Are those to be filed here with the commissioners?—A. Unless they are signed in the immediate future, I think it is not proper to file them with the commission.

Q. And they never have been included in the tabulated statement that you have made up?—A. No, sir; we did not tabulate them.

Q. You didn't translate them into English?—A. No, sir.

Q. At the time when the claimant came in and signed these claims were the claimants given any paper?—A. I have a receipt for their claim.

Q. How many books of that size did it fill?—A. Well, there is 27 in all.

Q. And which you have brought into court, what numbers are those—what number of the book?—A. It is 1 to 27; that is, the first one, the last one.

Q. And this represents the receipts that was given to the other claimants?—A. Yes, sir; filling up the blanks, of course.

Q. There is the form of the receipt book and here is the stub?—A. No. 1 and the entire 27 books.

Q. And the receipt for each one of those stubs was given to the claimant?—A. Yes, sir.

Mr. BALLOU. We will have the receipts and the stubs and introduce them in a few minutes. We have a few of the receipts and stubs.

Q. At the time that the claimants came in to sign these claims was any investigation made of the genuineness of the claim?—A. Yes,

sir. So far as it was not apparently unreasonable, then I issued a receipt for them.

Q. What was done in such cases?—A. In such cases I ordered the claimant to file it over again—a genuine and faithful claim.

Q. To what extent were the reductions made up to this time?—A. I can't tell exactly the amount of it; as I told you just now, we didn't give the receipt for the claims which we didn't admit.

Q. So that the original claim was returned to the claimants?—A. Yes, sir.

Q. And they kept it?—A. We were in possession of the original claim, and they just filed a new claim, and after looking over, if it was reasonable then we issued a receipt; if it was not reasonable we returned it and issued no receipt to them.

Q. Then the sum total of those receipts in those books represent the reduction of the claims as turned over to you by the society?—A. That is my recollection.

Q. Can you tell us the total of the receipts as shown by your books and stubs?—A. So far as the personal claims are concerned it is over 600. I don't know the exact number of the total receipts.

Q. And they show a reduction made by the return, but not by the society?

Mr. BALLOU. Yes; a still further reduction is shown by the receipts.

Q. At the time the receipts were issued to the claimants what was done with the claim then?—A. I won't state. It was translated into English on the other side. We have subjected each claim to our inspection and examination.

Q. And are those English blanks samples of the claims as they were translated into English?—A. Yes, sir.

Q. After the receipts were issued?—A. Yes, sir; after the receipts were issued.

Mr. PRATT. Are those the originals for which the receipts were issued?—A. Yes, sir; these are an exact copy of them.

Q. What was then done with those claims? What months were most of the receipts issued in?—A. Of course they continued from the 21st of March until a very recent date, because, as I just told you there are still unsigned claims, and I have those claims in the order they came, that the claimant came up to me, and when they are signed we issue a receipt just exactly as we did at first, but this work was done mostly from the 21st of March until, I believe, about the 20th of April; that is one month.

Q. Then the great majority of those were issued the first month?—A. Yes, sir; in April and March.

Q. What proportion of the claimants who have come up to sign their claims were interrogated by you at that time and examined by you?—A. Almost every claimant was interrogated more or less.

Q. What was the next work that was done that was undertaken by the consulate in respect to these claims?—A. As I said now, we have examined every claim whether there is any unfaithful or unreasonable claim or not.

Q. Examined every claim?—A. Yes, sir.

Q. When was that work begun?—A. I think it was about June after the first court of claims was established.

Q. That is, at the time of the first court of claims the claims were

all in as represented by these receipts that were issued?—A. No, sir; there were some receipts which were issued after the court of claims was established.

Q. It was after the court had fallen through that you began your investigation, the second investigation?—A. Yes, sir.

Q. How was that investigation conducted?—A. Mr. Saito, my consul, asked me to inspect every claim, and in case I found any ambiguous or any item that was in doubt, and then I wrote it down in a memorandum and I also assisted in his work, and those ambiguous and suspicious claims we had someone appear for them and cross-examine them in the investigation, and then we investigated in that way.

Q. What was done with the claims as a result of that?—A. Well, a great many claims were reduced both in amount and in items.

Q. What was the reason for the reduction?—A. Well, after a minute examination of the claim, we have found out in many cases there were statements which perhaps from the representations and misconstructions were not right and ought to be reduced, and other cases—after the first time and the second issue of the receipt, there were claims that were quite extraordinary; anyway, I think it was necessary to examine those claims, so the claims were ordered back.

Q. What was the treatment accorded by you to the cash claims?—A. When we examined them at first I asked to examine them as to how they were, and the result of the examination is written down on the original issue, and some were also in the memorandum book until last year; we didn't decide to open rather to deal with the cash claims; finally it was referred to this committee of which Kobayashi was president, and we have decided to disregard the cash claims; notwithstanding the apparent faithfulness.

Q. What has been the final result of your dealings with the cash claims? How many big cash claims have you allowed?—A. Only one big cash claim, and there is no cash claim except that one, which amounts to \$50 or more.

Q. What were the circumstances connected with the allowing of that one claim?—A. That is the only claim, that the claimant is a hotel keeper on Nuuanu street at the time of the fire; she put the cash in a safe and at the time of the fire she couldn't carry it away, and after the burning there were many witnesses, both Japanese and foreigners, who witnessed that the safe it only had cash and money; the paper money was all in the same shape it was before it was burned; it was ashes, and when it was touched it was all gone.

Q. But it retained its shape?—A. Yes, sir; its original shape.

Q. What was the amount of the claim, do you remember?—A. I think it was \$344; I don't know the amount exactly.

Q. And with the exception of that one claim there has been no cash claim allowed for over \$50?—A. No, sir.

Q. Does that involve many reductions?—A. Yes, sir; some.

Q. Will you look over this paper and show to the Commission the style? Take a sample and show to the Commission the style of reduction that was made.—A. I will say that before this translation was made, the final translation, there were many reductions of the original contents, to make out the most of this issue the English translation, that would make it very thorough, and I made again a translation, so just looking at this issue it can't be exact to show the reduction of the claims. The same thing happened that has already been testified to at

the time of signing of the original documents they were like this, only this paper isn't so strong. To cancel it or to strike it out, it would make the paper dirty, so we just got another new sheet.

Q. Will you take out a few of these and state to the commission what was done? Eight hundred and thirteen, what was that reduction?—A. That is taken back from the Aala warehouse; there wasn't in the original translation—

Q. Eight hundred and twenty is a reduced claim?—A. Yes, sir; a reduced claim.

Q. That was the proprietor of a shooting gallery?—A. Yes, sir.

Q. Did he file a very big claim?—A. Yes, sir; he filed over a three-thousand dollar claim.

Q. Reduced to how much?—A. \$1,590.15.

Q. What is that?—A. That is a cash payment and a reduction made by us.

Q. From what amount to what amount?—A. From \$80 to \$20.

Q. In each reduction of the claim, did the claimant assent to the reduction?—A. Some of them that we have traced we have examined them, but there is some we can not find.

Q. Do they know of these reductions?—A. If the claimant could not be found we have asked the assistance of the committee of thirty, who is in existence now, to make the reduction, and if they on their decision made the reduction from their items—

Q. Here are certain reductions made from the original claims it was made apparently; now has the claimant assented to that reduction?—A. Yes, sir; so far as we can trace it.

Q. Have you traced them so that they have knowledge of the reduction?—A. Yes, sir; but there are some that we could not trace. Those we have asked for the assistance of the committee of thirty.

Q. And their claim is here?—A. Yes, sir.

Q. Some of them have been brought before the consulate?—A. Yes, sir.

Q. Since the receipts were issued?—A. Yes, sir.

Q. Are they correct, the receipts used by the consul, and the claim would show the sum they are entitled to?—A. Yes, sir.

Q. Now, then, your proposition here is to introduce each claim as far as you can?

Mr. BALLOU. Yes, sir, and we will compare the receipt which will identify the claim that has been presented and has been approved by the commission which is a duplicate of this. Now, at the time of the reduction they didn't know whether this reduction was made or not some of the claimants, but now some of the claimants who assigned over, made an assignment, knows their claim has been reduced by us and the committee.

Q. So they all assent to the reduction?—A. Yes, sir; we have made the reduction.

Q. Would you act arbitrarily in the matter, or advise them to do that?—A. Yes, sir.

Q. Claim 1833, what reduction was made on that?—A. A cash claim amounting to \$61.70 entirely canceled.

Q. Why did you cancel that entirely?—This I think was through the consent of the claimant himself.

Q. Then admitted that he didn't have that, did he?—A. Perhaps he

had it, but cash claims are very bad to prove, and from these statements he decided to disregard it entirely—all of these cash claims.

Q. And canceled in some cases. Why did you reduce from \$80 to \$20; here are two cases I see, and here is a case of \$80 disallowed entirely; why did you throw these two out?—A. That depends upon the evidence of the statement. I think it seems to be the practice to leave small amounts, such as \$15 and \$20; small amount of cash.

Q. Eighteen hundred and fifty-three, \$80 disallowed?—A. Yes, sir.

Q. Eighteen hundred and fifty-two, what were the items in that?—A. Taken back from the warehouse.

Q. Here is one, 1851, where there is no change in the inventory, but a money change in the valuation?—A. I think this was reduced by the consent of the claimant.

Q. But it is not reduced because of the return to him from the warehouse?—A. No, sir.

Q. Is there any distinguishing mark on it?—A. No, sir.

Q. The stamp canceled—does that always indicate the goods returned?—A. No, sir.

Q. It doesn't necessarily mean that those goods were returned?—A. No, sir.

Q. It may mean that?—A. Yes, sir.

Q. Well, as a rule, what does that mean?—A. Those are taken back from the warehouse.

Q. Well, there is nothing to distinguish whether it was taken back from the warehouse or whether it was the opinion of the committee that he didn't have it?—A. No, sir; we have a memorandum for these claimants which were reduced, and by referring to that memorandum we can ascertain whether it was reduced by us or on account as to their being taken back from the warehouse.

Q. Have you a memorandum showing where the goods were returned from the warehouse?—A. Yes, sir; but I didn't bring it because it was quite heavy.

Q. Claim 1860. I see here clothing, so many canceled; do you know whether or not those were returned or otherwise?—A. Yes, sir; those were returned from the warehouse.

Q. And a kit of carpenter's tools, from \$11.50 to \$3.75?—A. Yes, sir; because some of the tools were returned.

Q. No. 1864. What are those?—A. That is a reduction; that is under the original translation; the original translation was made bigger, and to make it clear we have translated it again, and after the new translation we have made a reduction also.

Q. Is it possible to find that in the original?—A. I think so.

Q. Please do so. What was the size of the claim as it went in?—A. At first when we issued the receipt, passed it, the total amount of the claim, \$946.70.

Q. And it was reduced on the first translation to what amount?—A. I can't tell you; that is the final reduction.

Q. From what to what?—A. From \$946.70 to \$713.

Q. When it was first reduced wasn't it reduced to \$305.95?—A. Yes, sir.

Q. And what is this memorandum on it?—A. That is the amount of the reduction.

Q. By the claimant or the committee?—A. I think that the committee and the claimant—the claimant has consented to it.

Q. What is this red ink on the back of that—the pencil?—A. This is the reduction that was made by the assistance of the committee. One member of the committee went into an examination, and after that examination this reduction was made; so he has stated the whole proceeding.

Q. Stated on the back of it?—A. Yes, sir.

Q. In any of these cases have the claimants any pick or choice?—A. Yes, sir. In some cases they have such evidence.

Q. Very few are there?—A. The matter is this: At first when the goods were taken from Chinatown and stored at the warehouse, then it was made from a certain block to a certain block in the orders; but that big fire on the 20th of January it stopped that work, and then there were many districts in which there were none stored in the warehouse.

Q. The fires—where they were condemned at first they were given time?—A. Yes, sir; to remove their goods in some cases, and in other places where the storing of goods was not done, the place —

Q. Take this—1865 is reduced how much?—A. Cash payment is entirely canceled, and the item—a great many of the items—almost every item is reduced more or less.

Q. What was the total reduction?—A. It was first \$785.25; it is now \$375.70.

Q. Did the original claimant object to the reduction in this case?—A. In some cases they objected; at first they objected.

Q. Have you got the original of 1865?—A. Yes, sir.

Q. What is the memorandum?—A. That this claimant wasn't found at Waialuka on the island of Maui and had gone away from there, and on the advice of the committee this claim was reduced \$375.70 and signed by the chairman of the committee.

Q. In every case where a reduction was made in the absence of the claimant it was done by a formal resolution and noted on the back?—A. Yes, sir.

Q. And signed by the chairman of the committee?—A. Yes, sir.

Q. Were there many of those cases?—A. Yes, sir.

Q. Do you mean by a resolution of the committee?—A. Yes, sir.

Q. Does the consulate make any charge against these claimants doing this work?—A. A monetary charge?

Q. Yes, sir.—A. No, sir. When we made an assignment, at the expense that may be incurred will be borne, and at the time of the payment of the claim will be deducted.

Q. For this work?—A. Yes, sir.

Q. So far as the work done by the consulate?—A. Yes, sir.

Q. Is there any charge made?—A. No, sir; we have not made any charge. There are 48 claims reduced by the resolution of the committee.

Q. Those were only done in the case where the claimant couldn't be found by the committee at that time?—A. Yes, sir.

Q. Claim 1865, there is here, there is a list of kimonos \$119.50—fisherman's wife. Is it customary for a fisherman's wife to have such an elaborate wardrobe as that?

Mr. BALLOU. It is changed to \$39.

Q. They put it in at \$119.50. How did they come to put it in at \$119.50?

Q. It was kimonos. There are smaller items and just covered it in this way, and after translating it they cut it in this way.

Q. Now the question is this—the one that I asked. Is it customary

for a fisherman's wife to have a wardrobe such as is represented by this inventory?—A. The wife of a man in that business, it is uncommon; but it is not uncommon to other women—for instance the singing girl. They have more garments than any other woman.

Q. What is that?—A. The singing girl.

Q. But the committee cut that claim down from \$119 to thirty-nine dollars and some cents?—A. Yes, sir.

Q. Was there any reduction before that? Was there any reduction made in the original?—A. Yes, sir.

Q. Before it was translated?—A. After it was translated and the amount reduced.

Q. That amount was put in at first \$796.60, wasn't it?—A. \$758.55.

Q. And it was reduced to one-half, or over one-half?—A. Yes, sir.

JULY 9, 1901.

MORNING SESSION.

ED. TOWSE, recalled.

MR. BALLOU. I hand you this Exhibit "D," Government's exhibit being a yellow memorandum, identified by Mr. Bergino as being in his handwriting, and ask you if you know anything about seeing it before?—A. I recognize the memorandum as being in my handwriting.

Q. What memorandums are yours?—A. On page 1 "cases of crockery to warehouse."

Q. How much of that is in your handwriting?—A. Words to warehouse.

Q. And what is in your handwriting on the second page?—A. On the second page, "9 bundles crockery."

Q. That is not in your handwriting?—A. Nine cases of crockery, 4 drums to Beretania street warehouses is in my handwriting. Beginning 24 boxes crockery to Beretania street warehouse is in my handwriting, and finally 365 tubs of Shoyu; 317 tubs of Shoyu is my memorandum; sent to warehouse, Beretania street.

Q. Do you remember from whom you received that paper?—A. No, sir; I think Mr. Bergino.

Q. Now, how much of the goods listed on that sheet. Let me ask you first, you were in charge of the carting to the Beretania street warehouse from the Shimamoto warehouse, were you not?—A. Yes, sir.

Q. How many of these goods listed on this sheet were taken to the Beretania street warehouse?—A. I think only those in my handwriting was taken to the Beretania street warehouse.

Q. Do you remember anything—can you of your own knowledge, your own recollection—as to whether you took the salt fish and Japanese kanten or tea or coffee?—A. No; my recollection is only shoyu and crockery.

Q. That is all that was taken?—A. Yes, sir.

Q. Do you know what was done with the rest of this list?—A. I think nearly all, if not all of it was taken to sea and dumped overboard.

Cross-examination:

MR. ANDRADE. Mr. Towse, were you there during all the time that the goods were taken from the warehouse and disposed of in the various ways?—A. No, sir; not at all times.

Q. Now, take that one that is marked here "to the warehouse, to the Beretania street warehouse," was the ordinary material taken from the ordinary goods?—A. Well, it had been decided that the shoyu and the crockery, with the exception of a few tubs of shoyu, had every appearance of being absolutely uninjured and that they should be taken to the Beretania street warehouse and await the order of the owner.

Q. How long were you on the grounds adjoining the warehouse in that neighborhood?—A. Well, I would be there probably eight or ten times a day and from five minutes to a half an hour.

Q. Where were you when you marked "to the warehouse" on the first page, "to the Beretania street warehouse;" were you there on the premises or did you do it in your office?—A. I don't know.

Q. Now, were you there, Mr. Towse, directing the destination of these goods, that is, to be dumped into the sea, and these to the Beretania street warehouse?—A. I have no particular knowledge but in a general way.

Q. If Mr. Bergino, who was constantly in charge of these goods, testified in this court that the greater portion of these goods did go to the Beretania street warehouse, do you consider that is erroneous?—A. I would.

Q. And you are absolutely sure that only this which is marked "to warehouse, Beretania street warehouse" is the only portion of the goods so disposed of?—A. I should say so.

Q. You were not there on the ground constantly when the goods were going back and forth?—A. No, sir, not constantly; but I have a wheel.

Q. But you were not positive about that, were you, Mr. Towse?—A. Let me understand; you asked me if I am positive that this shoyu and crockery went to the Beretania street warehouse?

Q. That is, simply what you have marked "to warehouse and to Beretania street warehouse;" are you positive that those are the only goods that went to the Beretania street warehouse?—A. I will answer those are the only ones that went, to my knowledge.

Q. Now, isn't it possible that more goods got to the Beretania street warehouse and you not know it?—A. It is possible, but to my mind not probable.

Q. Will you say that the testimony of one who was constantly in attendance was incorrect as far as that is concerned?—A. I should say so.

Q. What proportion of the goods would you say, Mr. Towse, were thrown into the ocean from this Shimamoto warehouse?—A. Well, I should say probably all that which is marked as having gone to the Beretania street warehouse.

Q. You don't remember where you did mark this "to the Beretania street warehouse"—you don't know where you were at the time?—A. No, sir; I do not.

Q. Then, Mr. Towse, you must have got the knowledge somewhere or carried it in your mind what you wrote on this inventory. Is that the way you did?—A. No; I don't think so. I think Mr. Bergino presented me with this inventory to make clear my instructions to him, and I made those.

Q. Did you get the information from Mr. Bergino?—A. What information?

Q. That led you to write "to Beretania street warehouse?"—A. Yes, sir.

Q. You got that information from Mr. Bergino?—A. Yes, sir, if you mean the statement there or the figures there; that is, the shoyu and the crockery, if that is what you mean, I got at the time from Mr. Bergino.

Q. Did you get the information from Mr. Bergino that certain articles had been taken to the Beretania street warehouse, or did you know that of your own knowledge?—A. I know of my own knowledge that large quantities of crockery were taken to the Beretania street warehouse. I saw them there myself; I saw them in transit, and saw them unloaded there.

Q. Mr. Bergino testified here yesterday that nearly all the goods contained in this inventory did go to the Beretania street warehouse, and you would say that was wrong?—A. Yes, sir; I would say so.

Q. You claim that they were dumped out at sea?—A. Yes, sir.

Mr. BALLOU. Whose orders were you under?—A. George ——— was superintendent of Chinatown and I was his assistant.

Q. Whose orders were the drays under?—A. Under mine.

Mr. TESTA. Here, at first, when you were examined on the 2d of June or the 1st of June, didn't you say before this commission that you didn't know who took that inventory there?—who made that inventory?—A. I didn't see that inventory at the time.

Q. How soon after this inventory was taken that it was passed into your hands and the memorandum made as to these goods that were taken to the warehouse?—A. I think it must have been immediately.

Q. Do you know how long Mr. Bergino was taking that inventory of that stock of goods, how long it took him to take this inventory?—A. Why, I should think that he was several days taking it. Of course at the time that the inventory was taken, with an order something to that effect was given to Mr. Bergino, the understanding was that he was to take an inventory of the goods, only those that were to be saved, not those that were to be destroyed, and they were to be left there separate, and if Mr. Bergino has made the statement to this commission that he was there to take an inventory of only those that were to be saved, of which he and the other people were taking, and take it for granted that I could only see the things that he inventoried—my recollection is that at that time it was proposed to turn over to the owners or their representatives things which were apparently undamaged—to the owners or their representatives—considering that nearly all of them were damaged; I think at one time the plan was to make an inventory of what was thrown away, and they were to take the rest; my recollection is that they estimated that nearly all was injured—a total loss except the shoyu and crockery.

The CHAIRMAN. Was it customary, Mr. Towse, for the owner of the goods to say whether they were damaged or not? What was the idea of the board of health if the owners were going to decide whether the goods were damaged?

A. I think that the board was being made to settle the account of damage on the subject——

Mr. DUNNE. When you first saw this yellow-paper inventory before you wrote anything at all on it whom did you see it with? In whose hands was it?

A. I think it was in the hand of Nergino.

Q. At the time when you saw it in his hands where were you, in the office of the board of health or elsewhere?—A. I think I was then at the Chinatown quarantine station or at this place of Shimamoto's.

Q. I am speaking now with reference to the time when you wrote these words on that sheet of paper.—A. Yes, sir.

Q. You say that you saw it in the hands of Mr. Bergino?—A. Yes, sir; I think so.

Q. Is your recollection clear about it?—A. No.

Q. You might have seen it in the hands of some attaché of the board of health?—A. Possibly.

Q. If Mr. Bergino says that after he made that paper he carried it in his pocket for about two weeks and then handed it over to the president of the board of health, is your recollection in that condition that it will permit you to deny that statement?—A. No, sir.

Mr. BALLOU. I object to the question; there was no such statement made by Mr. Bergino.

Mr. DUNNE. I will ask you if you saw Mr. Bergino while he was in the act of making this yellow inventory.—A. I saw him while he was in the act of making the inventory.

Q. Is your recollection such that it will permit you to identify the yellow inventory as the one that you saw him making?—A. No.

Q. The inventory that you did see him in the act of making—how long was he in making that?—A. Well, I think several days—four or five days.

Q. If he said he was three days in making that inventory, would that statement strike your recollection as being an improper statement of the fact?—A. No, sir.

Q. For anything that you know to the contrary, Mr. Bergino might have carried this paper in his pocket for two weeks before you saw it?—A. Yes, sir.

Q. Let me ask you what was the condition of the warehouse in which the goods were when Bergino was making this inventory that you saw him making?—A. Well, some portions had been burned and others were torn away.

Q. Looking at the building as a whole, what would you say—the building was in a bad condition or dangerous condition?—A. Dangerous. On the upper floor, where the roof was nearly falling, it was composed of very strong walls; the first floor above the basement was almost intact; the platform, or a portion of the basement, was comparatively free.

Q. Were there very many goods stored in that warehouse?—A. Yes, sir; not an enormous lot stored.

Q. Was this enormous lot of stuff stored, so stored in this warehouse that each and every package and box was easily open to view?—A. No, sir.

Q. It would be a matter of some difficulty wouldn't it to go through that enormous quantity of goods and make an inventory list of each article wouldn't it?—A. Yes, sir.

Q. Could it be done in a day?—A. I doubt it.

THE CHAIRMAN. When Mr. Bergino was there making this inventory, did you know what he was there for?—A. Yes, sir.

Q. Did you know that he was there to make an inventory of the goods that in his judgment he believed to be sound and worth saving?—A. My recollection is that he was there to make an inventory of all the goods.

Q. Not all?—A. That is, I believe, as I said before, it was originally intended to separate the undamaged goods from those that were considered a loss; I think that was the intention, and Mr. Bergino, on account of his knowledge of Japan merchandise, to assist with Mr. Weeden of placing a valuation on the goods that were a total loss.

Q. Now, Mr. Towse, when you saw Mr. Bergino taking this inventory did you see him take an inventory of the damaged goods? And did you see him stacking the goods in different positions and taking an inventory of those goods?—A. Well, I think at the time that I was working elsewhere that some were substituted, good goods had been separated from the ones that were presumably of total loss.

Q. Can you recollect and say positively that you saw him at any time taking an inventory of what was considered damaged goods?—A. I think so.

Q. Do you know that in this list—this list that he made—was supposed to be an inventory of the sound goods when you took it?—A. I believe that I took it believing it to be an inventory of all the goods.

Q. You took his inventory for all the goods?—A. Of all the goods in the warehouse.

Q. Including the damaged goods?—A. Yes, sir; I would like to say I believe that Mr. Bergino made his inventory in a book and afterwards copied it on this sheet. I don't know when, but as I said to one of the commissioners that I thought I marked it a little after the inventory was made, I would like to change that.

The CHAIRMAN. You think that you marked that on some other paper or in a book?—A. That I did?

Q. Yes, sir.—A. No, sir.

Q. Do I understand you this inventory that Mr. Bergino has given here is a copy of something that he took down in a book?—A. That is my recollection; I think that is the case.

Q. Mr. Bergino testified here that he made this inventory on several sheets of paper and he put it down in a book and then took it off. Have you any reason to dispute Mr. Bergino's statement in that respect—is your knowledge of having the book sufficient to dispute Mr. Bergino's statement?—A. No; I wouldn't dispute his statement.

Mr. DUNNE. In that connection let me ask you have you any absolute recollection from your business—let me ask you if your recollection in this instance is clear, very clear?—A. No, sir.

RICHARD WEEDEN, recalled:

The CHAIRMAN. Did you make a statement to Collector Stackable that this commission had had you up here seven or eight times?—A. I did not.

Q. What statement did you make?—A. I said I had been up here four or five times.

Q. Do you know how many times?—A. I have been subpoenaed this time and three times besides, I think, sir. I have come without subpoena.

Q. Well, did you come here whether subpoenaed or otherwise?—A. I may say on trifling business, and I haven't got the time to myself.

Q. Then confine yourself to facts.—A. I did confine myself to facts and always try to.

Mr. BALLOU. Mr. Weeden, you recollect taking an inventory in the Shimamoto warehouse?

A. Yes, sir; I remember of the inventory.

Q. Did you make a full inventory?—A. No, sir.

Q. Did any one finish your work?—A. I believe so. I can't say positively, as I said before.

Q. While you were making that partial inventory was Mr. Bergino present?—A. Yes, sir.

Q. What was he doing?—A. He was making an inventory, too.

Q. How did you act about making that inventory—were you doing it independently?—A. To some extent we were doing it independently. It wasn't right that we should do it together.

Q. How did you work together?—A. We worked with a man that was there.

Q. What was the man doing?—A. He was sitting them up.

Q. Then what would he do?—A. He would tell us what it was.

Q. That was all?—A. And we would put down the price.

Q. When he called off the goods what did you do?—A. Put on the valuation.

Q. Would you also write down the goods?—A. Yes, sir; and the condition they were in.

Q. What I want to know was Mr. Bergino doing that alongside of you at the same time?—A. I believe he was.

Q. And there at the same calling off of the man?—A. At times he was.

Q. What sort of a man was it that was doing the calling off; what nationality?—A. I can't say, but I think he was a Japanese.

Q. He was calling it off and you two were writing it down?—A. Yes, sir.

Q. Part of the time at least?—A. Yes, sir.

Q. Do you remember what Mr. Bergino was making his memorandum in or on?—A. As far as my recollection goes, it was a memorandum book.

Q. About how large?—A. I should say about 9 inches long and wide, something like that; what you would call a memorandum book.

Q. Of what colored paper?—A. Yellow paper.

Q. Well, now, you and he were making an inventory of what?—A. Supposed to be of the goods there.

Q. Of all of the goods?—A. Yes, sir.

Q. Whether damaged or undamaged?—A. Yes, sir.

Q. How many men were there working at the work of calling off to you?—A. I think there was one or two men besides Mr. Bergino—there were several people around there; I think there was another man from Hackfield's.

Q. My question is how many men did the work of calling off—that is, calling to the people that were writing down the numbers?—A. As far as I remember, there was only one.

Q. That was a Japanese?—A. He was a Japanese, I believe.

Q. Do you remember who was there representing Shimamoto?—A. I think that Shimamoto himself or his man—I don't know whether it was Shimamoto, but it was a little short man.

Q. One with spectacles?—A. Yes, sir; with spectacles.

Q. Was he a man that stutters?—A. I can't—you know they all do more or less.

Q. What was he doing?—A. Well, he was walking all around there.

Q. Was he making an inventory?—A. I can't say so positively.

whether he was or not. I don't think I saw a paper in his hand. He may possibly have had some but I don't think so, though I don't know.

Cross-examination:

Mr. ANDRADE. You say, Mr. Weeden, that you made the inventory?—A. Yes, sir; I made a part of one.

Q. What became of that inventory?—A. I think that was handed over to Mr. Towse. I think so, if I remember rightly. When I was called away I found nothing more to do. I didn't take any more interest in the matter.

Q. How long were you in making this part of the inventory?—A. I think a day and a half.

Q. About how much more time would have been necessary to complete the entire inventory?—A. I should think another day and a half—I should think so; from what was to be done, there was considerable stuff.

Q. You say that Mr. Bergino was working on a memorandum book. Are you positive of that?—A. As far as my memory goes, that is so.

Q. Did you make other inventories at other places?—A. No, sir.

Q. Could it have been possible for Mr. Bergino to have several sheets of paper?—A. I admit that he had some paper in his hand. I saw some paper. I think that he made the inventory in a book.

Q. You wouldn't attempt to say what color of book or the size of the book?—A. As far as my memory goes, it was about the size—it might have been as long as that [indicating].

Q. But you are positive that he did make it in a book?—A. I saw a book there; that is all I can say.

Q. Did you see him handle the book in doing any writing?—A. Yes, sir.

Q. You are positive of that?—A. I am not positive that he wrote in the book, but I saw the book in his hands.

Q. It might have been for some other purpose?—A. I can't say.

Q. Is it possible that he did make it on several pieces of paper like that [indicating]?—A. I can't call to mind any white paper at all, sir.

Q. Still you won't say positively that it was on a book of yellow paper?—A. No, sir.

Q. Did the inventory that you partially completed have anything to do with the inventory of Mr. Bergino?—A. Supposed to be a similar copy.

Q. Still you were working independent of each other?—A. Yes, sir, to a certain extent.

Q. Who did you represent?—A. The board of health.

Q. Do you know who Mr. Bergino represented?—A. I believe that he represented Hackfield & Co.

Q. What caused you to believe that?—A. Because he was working for Hackfield.

Q. Have you seen the inventory that you made since you ended where under the authority of board of health?—A. No, sir; I haven't seen it.

Q. The man that was calling out the different articles, all the number of the articles, was the man that assisted you. Was he the same person that assisted Mr. Bergino?—A. Yes, sir.

Q. The one person assisted you both?—A. Yes, sir.

Q. Did you start in at the same time that Mr. Bergino did?—A. I think we did, if I remember rightly, on the same day.

Q. You quit and he went on?—A. Yes, sir; when I left I left Mr. Bergino there, I think. It wasn't finished.

Q. What did you do with the inventory that you made, did you say?—A. I believe I handed it over to Mr. Towse; either Mr. Towse or Mr. King. I think there was two of them. I didn't do anything else with it. I had no use for it.

Q. How long did you work on it?—A. A day and a half.

Q. And did Mr. Bergino see your inventory? Did he ever see your inventory?—A. I can't say that he did.

Q. While you were working separate and apart from each other, you were working on the same job and he was working on the same job?—A. He didn't see my inventory or I didn't see his, or I would have known it.

Q. When you made your inventory did you take in the good goods as well as the bad?—A. Both were taken in, so many good and so many bad.

Q. Did your inventory show which was good and which was bad?—A. Yes, sir.

Q. Did you do your work inside of the warehouse or outside?—A. Partly inside; most outside.

Q. Partly inside?—A. Yes, sir.

Q. Did Mr. Bergino do his partly inside and partly outside?—A. I believe so.

Q. Did you compare; did you ever compare your inventory as far as it went with Mr. Bergino?—A. No, sir.

Q. Did you see any drays hauling away any goods from the Shimamoto warehouse?—A. I don't think there was anything hauled away the day that I left; everything was there the day I left; two days after I left I saw them, but I wasn't working on the case then.

Q. You don't know by what means they were moved?—A. No, sir; when I was called away I found that I had nothing more to do with it and I dropped it; I didn't take any more interest in the matter.

Q. Did you ever see this piece of paper before?—A. Yes, sir—not before; I can't say that I did. No, sir; I never saw that before.

Q. Didn't you testify before this commission that you put some of those numbers down there that you helped to value?—A. No, sir; I didn't testify that I saw this paper or put any of the numbers; they are not my figures.

Q. Did you ever see that paper before?—A. No, sir; not to my recollection.

Q. Were you not shown that paper while you were here?—A. No, sir; not this one; a larger writing.

Q. Did you ever see that before?—A. Yes, sir.

Q. Did you put any of those valuations on it?—A. I did not, sir.

Q. Didn't you make a statement that you helped to put in some of these valuations?—A. No, sir; never made a statement of that kind.

Q. Did you ever see that inventory before you saw it in this commission?—A. No, sir.

Q. Who did you say helped to make up your inventory?—A. A Japanese.

Q. Was he working for Macfarlane & Co?—A. No, I don't think so.

Q. Wears glasses?—A. I don't know who he was working for; I didn't inquire.

Q. Did he wear glasses?—A. Yes, sir.

Q. Didn't you testify that you had affixed some valuations on some goods in Shimamoto's warehouse?—A. I affixed the value according to my own idea; I didn't tell other people I put down the value on my own inventory, what was supposed to be the values as they should have been; taking the damaged for instance, they were put down so much goods, and damaged that was written on my inventory and so much in a fair condition and so much bad and so much in a good condition.

Q. Wasn't this white paper shown to you before, before this commission?—A. No, sir.

Q. And your recollection is that you never saw it before?—A. No, sir.

Q. Didn't you testify before this commission that you didn't know who wrote that paper?—A. Not that paper; it was a yellow paper, not that inventory.

Q. That was the only yellow paper before this commission?—A. I don't remember it.

Q. Didn't you assist Mr. Bergino in making this paper?—A. No, sir; I did not assist.

Q. You did not assist Mr. Bergino in making any at all?—A. No, sir.

Q. Didn't you assist Mr. Bergino in making, in setting the price?—A. We assisted each other in making the price.

Q. And Mr. Bergino's inventory?—A. Mr. Bergino's inventory?

Q. That you assisted him?—A. No, sir; I don't think I assisted him in giving the price.

Q. Did you tell him as to the amount, as to what is the cost?—A. On the cost; no, sir, I don't think I did.

Mr. DUNNE (to the witness). I would like to ask you, as I understand it, while Mr. Bergino was making his inventory you were there for a day and a half?—A. Yes, sir.

Q. Was there any other person assisting there about the premises making an inventory?—A. I didn't see anyone else making an inventory.

Q. Was there—what other persons were in or about the premises at that time irrespective of what their business was there?—A. There was quite a number of people coming in and going out about the place; there was crowds there; several people in and out all of the time.

Q. Was there any other man that was employed around the custom-house at or about that time?—A. Yes, sir.

Q. Who was he?—A. John Hare.

Q. What was he doing?—A. He was there as well to assist me.

Q. And when you left, when you finished your end, did you leave Hare behind you?—A. No, sir; I think we were ordered to come away.

Q. At the same time that you were?—A. Yes, sir.

Q. In a general way you said it took you a day and a half to do the work you did, and to complete your work would take another day and a half, in your judgment; that was at least three days on the job?—A. Yes, sir.

Q. Was it a physical impossibility to do that work in a day?—A. Yes, sir.

Q. Why?—A. Because there was too much of it altogether.

GEORGE A. KING recalled:

Mr. BALLOU. Mr. King, in order to get at it properly, will you state what your work was about the Shimamoto warehouse after it was damaged by fire?—A. I was requested by Mr. Cooper, who was then, I believe, president of the board of health, to go and take charge of a gang of men to clean out that coral warehouse next to Aljo's.

Q. What do you mean by cleaning out?—A. Taking the goods out of the store there.

Q. Put them where?—A. Near the back; between the back of the building and Frank Damon's place there, and then we piled it up, we put them all over out in Chaplin lane.

Q. At the time you started this work did you see anybody taking an inventory?—A. I saw nobody taking an inventory. Jim Hare came up there. I knew that he was up there with Mr. Weeden, because from my arrangements at the board of health Mr. Weeden was there at the time, and he was to come and take the inventory. Jim Hare came around there, I think, the first day Monday afternoon, the 1st of January, and said when they got them all out that he and Weeden would be there and take the inventory.

Q. Then did you afterwards see Weeden?—A. I didn't see anybody take it. The next morning, or the 2d, I went around there and started the men to work. I left in charge of the men Mr. Towse, who, I think, was with me on Monday afternoon. I had to go back to my work in the auditor's office.

Q. In cleaning that warehouse out did you make any distinction between the damaged and the undamaged goods, or did you clear them all out?—A. Well, the different lots, as far as possible, we kept them together, but some we couldn't keep them together. There was only the tea goods, as we call them, was damaged, and the shoyu, the tubs, and the canned goods and the tinware and the porcelain and things like that.

Q. [Here the witness is shown a paper.] Have you ever seen that before?—A. I saw it about an hour ago.

Q. Can you look over that list? You had pretty definite knowledge of what was damaged and what was not, didn't you?—A. Only in this way: Mr. Cooper asked me about Tuesday afternoon or Wednesday what condition the goods were in, and I told him with the exception of the shoyu and the canned goods and things like that, everything else was wet.

Q. Now look at that list, and can you tell us whether or not that represents only undamaged goods or whether it represents all of the goods or whether it represents the damaged and the undamaged goods?—A. As I said when I was here before, I have no real memory of those goods, simply an impression. And the statement that I made at that time as to the number of packages of this and that, so far as the impression was left on my mind, is so far below what this calls for here, would be almost positive of the impression that this was all the goods that was in the warehouse.

Q. Now, can you say whether or not any of those specific items listed there were in fact damaged, from your own recollection?—A. These Japanese goods, of course, I don't know. I know the tea was wet, the candy was wet, and the dried vegetables were wet; the rice flour, beans, and coffee; and the salt fish, that was smelling very loud indeed, that I think was the first we put into Chaplin lane because it did smell

so bad. I remember there were quite a large number of tubs of these Japanese things; of course I don't know what they are.

Q. But you are certain about the salt fish and the other things that you have mentioned?—A. Yes, sir. In fact, I mean the fish very particularly. I mentioned it particularly to Mr. Cooper as to its smelling very badly.

Q. Was the fish in tubs or in cases?—A. Both of them I think; there were some in cases and I think some tubs; most all I think was in cases that we put out into Chaplin lane because they smelt so badly.

Cross-examination:

Mr. ANDRADE. How long were you there at Shimamoto's warehouse?—A. About half past 8 Monday morning until nearly 6; I was there Tuesday morning and Tuesday afternoon, probably an hour at each time; I was there again on Wednesday morning.

Q. Well, during your different stays there what was the nature of your duty?—A. Just cleaning out the warehouse.

Q. Just cleaning out the warehouse; that was the idea?—A. Cleaning out the warehouse of everything that he had there and piling things up outside.

Q. Did you clear the warehouse out entirely?—A. I did not personally, I had charge of a gang of men.

Q. You didn't complete the job?—A. No, sir; it wasn't completed on the first day.

Q. What was the date?—A. January 1, 1900.

Q. Did you see Mr. Bergino at any time?—A. I think, I aint very sure, that this gentleman that Mr. Towse gave me in the afternoon of the first day and was also there on the second.

Q. What was the nature of his duties there under Mr. Towse's directions; do you know?—A. I had told Mr. Towse that I couldn't remain there all the time, and he said that he had a man there, a good man, inside there, inside of the quarantine line, who had been there, and he would send him over and put him in charge, which he did.

Q. Did you see Mr. Bergino make an inventory or start in to make an inventory or in the way of making one?—A. I can't say that I did. I didn't know that Mr. Bergino was there for that purpose.

Q. What did you see Mr. Bergino do, if anything?—A. Simply was outside there; was simply outside of the warehouse and directed the men. I had some notices there and he directed the men where to pile the goods.

Q. You don't know that he made an inventory at all?—A. I don't know.

Q. Did you see any of the goods hauled away from there from the Shimamoto warehouse?—A. I did not; I didn't go back in there after Wednesday; I think I still had my business, and I didn't go back in there for some time, for probably a week or more.

Q. Did you see Mr. Weeden there?—A. Mr. Weeden came around there on Monday soon after Jim Hare was there; went away, and said he would come back again after everything was out; I don't remember that I did see him there after that.

Q. You didn't see Mr. Weeden attempt to make an inventory of the goods in or about the warehouse?—A. I did not.

Q. Did he at any time ever give you an inventory of the goods?—A. Give me?

Q. Yes, sir.—A. No, sir

Q. Now, your testimony, Mr. King, is just this: You are not positive, are you, of Mr. Bergino's duties there; you don't know whether you saw him make an inventory?—A. No, sir; Mr. Bergino came there in the first place to work under me, to take charge of the removal of these goods for Mr. Towse; if Mr. Towse or anybody else gave him instructions on the next day to take an inventory I knew nothing of it.

Q. And all of your duties was to clear out the house?—A. Yes, sir; to handle the men—a sort of Luna—that is what it amounted to.

Mr. DUNNE. And as a result of your testimony you do not propose to say that these inventories were not made?—A. Not by any means.

Q. Of the goods in the warehouse?—A. I do not.

Q. Your position is a negative one?—A. I understand that there was one made, but I don't know that there was one.

Q. If Mr. Weeden says that he was there a day and a half making an inventory, are you in a position to dispute that statement?—A. I saw nobody making an inventory.

Q. The Japanese representative of Shimamoto swears that he was there for a day making an inventory, and completed within the day. Are you in a position to dispute that statement?—A. I never saw him if he was there.

Q. Mr. Bergino says he was there; that he made an inventory. Are you in a position to dispute that statement?—A. I don't know.

Q. Mr. Towse nowhere pretends to deny that the inventories were made, and says that he saw this yellow inventory—saw it in Bergino's possession. Are you in a position to dispute that statement?—A. Mr. Towse may have given him direct orders to; I don't know.

Q. So far as the making of this inventory is concerned your testimony is purely negative?

Mr. BALLOU. I did not examine him on the inventory.

Mr. DUNNE. How were those mushrooms packed?

A. Packed in wooden cases.

Q. Do you know what was inside of the wooden cases?—A. That I couldn't see. I knew—some of them were opened, and we could see what they were—I thought that is what they called them—a Chinese fungus.

Q. You wouldn't say whether they were packed in tins or not?—A. I wouldn't; I don't remember. They might have been packed in tins; they might have been; I didn't see it. How could I see unless the cases were partially opened.

Q. When you say that certain goods were wet, you mean that the outer envelope—what I understand you to mean is that the outer envelope of those goods was wet?

Mr. BALLOU. Is this your testimony of the witness? I object; it is not a question, but an argument. Mr. King says one thing and Mr. Dunne understands another. There is no question addressed to Mr. King.

The CHAIRMAN. Mr. King has a right to answer it, if he will.

Mr. BALLOU. There is no question to answer.

Mr. DUNNE. I want to know if that is your understanding, Mr. King, when you say the outer envelope was wet?—A. No, sir; I didn't mean to say anything of the sort.

Q. Were there cases there that you saw there that the outer envelope was wet?—A. Yes, sir; I saw, for instance—

Q. And were there also cases there that the outer envelope of which

was broken and wet and had discharged the interior contents?—A. In the case of case goods, yes, sir.

Q. So that as to some of these goods the only evidence that you perceived of wetting was the wet which you saw upon the outer envelope or case, and you say in certain of these instances that the wet got inside?—A. Yes, sir.

Q. Now, what proportion of the goods did you see as to where the wet and moisture had actually got inside, in to the interior part of the case, so that the goods were actually reached by the wet?—A. As everything was wet that is a very hard question to answer.

Q. Your position here—may I state your position—did I state your position correctly that there was a general condition of sopping wet there?—A. Yes, sir.

Q. And from that condition you drew the inference that many of these goods had been wet; is that correct?—A. Not altogether.

Q. Did you open all of these packages to see whether or not the wet had actually penetrated and ruined the goods?—A. No, sir.

Mr. BALLOU. Did you see what particular goods—will you specify which one of the outer covering or outer envelope was wet?—A. I think I meant to convey the impression that it was possible when the outer covering was wet. I couldn't say that I specified any other, there was such a mass of water coming in there—right through the ceiling.

Q. Each class means those that includes those that you mean specifically?—A. That is it—the beans, the mushrooms, candy, the flour.

Q. Each class were those in which the outer envelope was wet?—A. They were, especially what were in the boxes. They were sopping wet, the great, immense cases, and quite a number of them, and this gelatinous stuff with a purple color, and a great many of them probably opened, and the water there was a change in the color; it was all over the floor.

Dr. J. L. B. PRATT called and sworn.

Mr. BALLOU. Dr. Pratt, what is your present position?

A. Executive officer of the board of health.

Q. And what did you do during the Chinatown fire and during the plague times of 1899 and 1900?—A. I was stationed in what they call quarantine district in Chinatown.

Q. What were your duties there?—A. There were several duties.

Q. You had general charge of the quarantine district, did you?—A. A portion of the time; the first part of the time I didn't.

Q. How about the latter portion?—A. The latter portion I did have full charge.

Q. Well, do you remember the fire which damaged Shimamoto warehouse?—A. I do.

Q. Did you see the warehouse after it was damaged?—A. I was there on Tuesday, but I didn't go inside.

Q. Did you see any of the goods which had been inside of that warehouse?—A. I saw them on the street.

Q. After they had been removed?—A. Yes, sir.

Q. In what condition were they?—A. I did not make any close examination of them at all—they were wet, some of them.

Q. Did you order their disposition?—A. No, sir.

Q. Who did?—A. The only instruction that I gave was to Mr. Towse to look after the matter, as I had other duties—that I could not

attend to it. The evening of the fire, on Sunday afternoon late—the fire was 6 o'clock—President Cooper asked me to get an appraiser for the goods and also to attend to their removal from the warehouse. I told him that I could get the appraiser; but, as to the removal of the goods I could not—I had too much else to do—I could not attend to that—that he would have to send some one, and he sent Mr. King.

Q. What appraiser did you get?—A. Mr. Weeden—I got him a day or two later, a day or two afterwards. When the goods were all out Mr. Towse told me that he had put Bergino also on making an inventory of the values, as he had had experience in Japanese goods.

Q. Now, what kind of an inventory—what were you requested to make an inventory and appraisement of?—A. All the goods that was in there damaged and undamaged.

Q. And that was the order that you transmitted to Mr. Towse?—A. Yes, sir; also to Mr. Weeden.

Q. And afterwards Mr. Towse informed you that he had put Mr. Bergino on the business?—A. He had also put him on professionally to help in the removal of the goods.

Q. Did you see any of those inventories and appraisements?—A. No, sir.

Q. Will you look at this one, identified by Mr. Bergino as being in his handwriting, and tell us whether you are familiar enough with the goods in that warehouse that you saw after they came out—are you able to tell us whether that is a list or anybody's goods, damaged or undamaged goods?—A. I can't say positively; I didn't examine the boxes to see what they contained at all; it was just simply to gather the things up, and I saw them as I was passing back and forth through Chinatown doing my duty.

Q. Have you any recollection whether the specific items were damaged or undamaged?—A. Not from personal knowledge or observation.

Q. Well, from any source—reports of your subordinates, for example?—A. There is only one writing that Mr. Towse spoke about.

Q. What was that?—A. Candy.

Q. What was his report on the candy?—A. Damaged.

Q. Do you know what was done with the damaged goods?—A. The damaged goods were scowed out to sea—taken out to sea, and dumped overboard.

Q. That was through your orders?—A. To Mr. Towse to have it dumped on to the scows.

Q. And did you see Mr. Towse?—A. He was in charge. He was in charge of the general cleaning up after that fire; he not only cleaned that warehouse but the whole block where the fire had been; he was put in charge of that.

Q. Did you instruct Mr. Towse what to do with the undamaged goods?—A. As near as I can recollect, he was told to put them in the Beretania street warehouse.

Q. Now, can you tell us of what proportion of the goods were considered damaged and thrown out to sea, and what proportion was put in the Beretania street warehouse?—A. No, sir.

Q. Have you no general idea?—A. I can't say positively.

Q. Can you state generally?—A. I saw a number of the drays come down to the scows—

Q. Can you state generally?—A. It would be simply from my memory.

Q. From your recollection?—A. I saw a number of the drays come down to the scows at the wharf. If I recollect, Mr. Johnson was in charge of the scows at the time, towing them out to sea.

Q. From your recollection can you say what proportion of those goods were damaged that were in the warehouse?—A. No, sir; because they hauled stuff from there and every block—lumber and such stuff—stuff that was underneath their houses—took it on the dray at one time.

Q. Did you ever see that candy at all, yourself?—A. No, sir.

Cross-examination:

MR. ANDRADE. Mr. Pratt, if I understand you correctly, you simply saw an immense mass of goods outside of that warehouse, in the rear of the warehouse.

Q. You made no personal examination of any of those goods?—A. No, sir.

Q. You don't know what proportion might have gone to the Beretania street warehouse and what proportion might have been taken to sea; is that right?—A. Yes, sir.

Q. As a matter of fact you of your own personal knowledge—you don't know that any goods were taken out to sea?—A. Simply I saw the drays; I didn't see them fall; I actually saw them put the things on the scows.

Q. All you know about that proposition is that you gave Mr. Towse orders to dispose of these goods by taking them out to sea and dumping them off somewhere?—A. He had his general orders to clean that whole block.

Q. And those goods that could not be saved were dumped upon the scows?—A. Anything that was damaged and all refuse was to be taken out to sea.

Q. Of your own knowledge, you don't know that was done?—A. No, sir, not of my personal knowledge; I knew that he carried out the orders I gave him.

Q. As to that proportion that might have been taken out to sea or any that went to the warehouse, you don't know anything about that?—A. No, sir.

Q. And you don't know how much goods was in that warehouse?—A. No, sir.

Q. And you don't know how much was damaged?—A. No, sir.

MR. PRATT. Are you quite sure that you gave instructions that some of the goods should go to the Beretania street warehouse?

A. That is my recollection.

Q. From whose particular place?—A. I told Mr. Towse if any goods were found in that warehouse that were not damaged to take them to the Beretania street warehouse.

Q. Then previously you had arranged with the warehouse to use it for such purposes?—A. I had made no such arrangements; it was made through the office.

Q. You knew of its being done?—A. Yes, sir.

Q. Previous to that time?—A. They had a number of warehouses in different portions of the city, and generally when we had goods to remove we told which place to take them to.

Q. This was the only place where you had a fire that you had to deal with the merchandise?—A. Yes, sir.

Q. And why I ask you that you should be positive on that point, it

is stated, if my recollection serves me, that the merchandise committee took over the merchandise of the subsequent fires, didn't they?—With these particular goods, if at that time there was any arrangement made for the warehouse, or subsequently they made the arrangements for these warehouses.—A. My recollection is that there was two or three days before we got through that inventory; I think it must have been Wednesday or Thursday before they began moving, but it was after that that the merchandise committee took charge.

The CHAIRMAN. You know nothing about the arrangements that they had for that warehouse; they delivered goods there and they were taken in?

A. No, sir; my duties there were written; really this was just simply the part of a messenger for President Cooper, to find a man to make this appraisal and to clean up the block, the whole block.

Mr. DUNNE. What were Mr. Towse's precise duties in this matter?

A. His duties was to clean the whole block where that fire occurred from opposite Pauahi up to Chaplin and the Waikiki side of Nuuanu.

Q. Did his jurisdiction extend over that block?—A. He was in charge; he was my assistant. I put him on other duties; he had to destroy the clothes and blankets and distribute them and clean up the rubbish in every portion of the town and put it in a good sanitary condition.

Q. Towse was then the man that might be secured as the very best man with numerous duties?—A. Yes, sir; he was pretty near the best man.

Q. And he had many things to look after, did he not?—A. Yes, sir.

Q. And his attention wasn't specifically limited to this particular warehouse of Shimamoto & Co., was it?—A. He had other duties.

Q. But in the matter of making a report, Mr. Towse was supposed to make a report to you?—A. And when he put laborers on work he would then come around and see that the work was being done, and then if I had something else for him to do I would put him on it.

Q. In the matter of ascertaining the extent of the damage to the damaged property, Mr. Towse, in the course of his duties, did make report to you as to what things were damaged, did he not?—A. No, as to the amount, he did not.

Q. But he didn't as to the things that were damaged—the articles?—A. The only thing that I have any recollection of is that candy, there were so many damaged goods.

Q. Now, out of Mr. Towse's entire report to you on the subject matter of Shimamoto's warehouse—the damage, the only article that remains in your memory is that one article of candy?—A. That is all to the damaged part.

Q. Is that correct?—A. Yes, sir.

Q. Mr. Towse made no report to you of any other specific property except the candy was damaged?—A. That I remember of.

Q. So far as your memory serves you, the report of Mr. Towse as to the damage, as to the Shimamoto property, it is limited to that article of candy?—A. Yes, sir; as I remember it, he reported that several articles had been saved.

Q. What articles did he say wasn't salable, as distinguished from the candy that was damaged?—A. He made no specific report; didn't pay any particular attention to it.

Q. Now, doctor, you saw that Shimamoto warehouse right after the fire, didn't you?—A. I saw it; yes, sir.

Q. And did you notice whether the place was wet or dry?—A. I didn't go inside; I was just around in the neighborhood.

Q. Then the only knowledge you have on the subject of damage to the interior of the warehouse is derived from the report of Mr. Towse?—A. And what I saw lying in Chaplin lane, coming from Fort street; I just saw the boxes hauled out.

Q. Did you notice whether they were wet or dry?—A. I saw a number of wet ones.

Q. Wet cases?—A. Yes, sir.

Q. Were the wet cases that you saw open?—A. I can't say as to that; they were opening boxes when I was around there—opening them to see what was in them.

Q. And I understand you to say that it was as late as Thursday before they commenced shipping the goods from the Shimamoto warehouse to the Beretania street warehouse?—A. I think it was Wednesday or Thursday before they began moving the goods.

Q. In the interim between the time of the fire and the Wednesday and Thursday when they commenced to move the goods, were there any persons there making inventories?—A. I saw Mr. Weeden there.

Q. Did you see the man there that was recommended to you by Mr. Towse, Mr. Bergino?—A. Yes, sir; I saw him around there.

Q. Did you notice what he was doing?—A. No, sir; not particularly.

Q. Did you receive at any time an inventory from Mr. Towse, or anybody else, of the goods?—A. No, sir.

Q. None at all?—A. No, sir.

G. BERGINO, recalled.

The CHAIRMAN. You have heard the statement made by the various witnesses; is there any voluntary statement that you would like to make to the commission to clear up?—A. I would like to say one thing, that Mr. Weeden, he was the gentleman that I saw making this appraisalment, this price of the goods; that there was another gentleman, I think.

Q. There was another man; that man here?—A. Yes, sir; I think that is the gentleman; I don't know his name; I wasn't the man brought to take it; I was working with Mr. Weeden.

Q. You have heard Mr. Towse's statement as to the number of goods that were taken to the Beretania street warehouse and the amount taken to sea; how do you reconcile his statement with your own to the effect that nine-tenths of the goods were taken to the Beretania street warehouse, and only these that were indicated on this memorandum that you have?—A. These goods that were not damaged, and when they were hauled away from Shimamoto's place with the intention of going to the Beretania street warehouse, they might have changed their opinion on the way; but I don't think so; I don't know anything of it.

Q. But you would receive your instructions from Mr. Towse as to the disposition of the goods, didn't you?—A. I didn't have charge of that; I say that I didn't have charge of the hauling away of the goods, but these goods that were not damaged were supposed to go to the Beretania street warehouse.

Q. You were representing Hackfield & Co.?—A. I didn't have anything to do with Hackfield.

Q. Do you know of anybody who was assisting, representing Hack-

field & Co. at the time of the taking of the inventory; did you see anybody; did you see Mr. Humbert?—A. I saw Mr. Humbert around inside of the quarantine lines several times; I never seen him at Shimamoto's place.

Q. When you made this inventory, I understand you to say in your examination yesterday that this only comprised goods in a sound condition?—A. In a sound condition.

Q. From whom did you get your instructions to make this inventory of goods in a sound condition?—A. I think it was from Mr. Towse. Because he took me to the place, and while they were carting these goods out I told them to put the damaged goods on one side and the good goods on a different side to separate them.

Q. Did you hear the statement made by Mr. Weeden that you were taking this inventory down on white paper?—A. Yes, sir; I might have——

Q. In a book with white paper?—A. Yes, sir; I might have had a book on the very first day of white paper, but I don't think so, because that is a true inventory from the very beginning—from the very first day I was there.

Q. Did you copy this inventory from any other that you had made originally?—A. No, sir; that was the original inventory that I made.

Q. Then you have reason to doubt the statement made by Mr. Weeden that you were making your original inventory in a book containing white paper?—A. Yes, sir; I think that he must have made a mistake.

Mr. DUNNE. I would like to ask you in a general way how these goods were packed with reference to this idea, that if they should have been wet on the outside whether they were so packed that the wet could penetrate them to the interior of the package and ruin the goods. Everything the same in a general way?

A. I think it was a mass of salt fish that was damaged.

Q. Now, we have called that fish in Japanese erico?—A. That fish is packed in solid wooden boxes; inside of the wooden box is a tin box, and it is impossible for the water to penetrate through that box.

Q. How about the mushrooms?—A. Some of the mushrooms that were packed in a tin can; but I think there were a couple of boxes of mushrooms that were only packed loosely in the box, but I don't think they were all full at all.

Q. How about the other goods?—A. The kanten—they were packed in solid wooden boxes or cases, and inside some of them were packed in tin, and some of them cardboard boxes. With all the stores that were packed away in the warehouse it would be impossible for the water to penetrate, as Mr. Towse said the roof was solid, and the ceiling between the upper floor was solid, and then it wouldn't have been possible for the water to penetrate into these boxes. I know there were some boxes damaged.

Q. When you say fish do you mean what he calls dried fish?—A. Yes, sir; dried fish.

Q. He has got here on the list 130 cases of dried fish; is that what you have reference to?—A. Yes, sir; I think so. I am quite sure. I don't think there was any other fish but dried salt fish.

Q. Salt fish comes in kegs?—A. In big tubs.

Q. Then I understand you to state to Mr. Dunne that the bulk of this fish—dried fish—was in cases that was tin lined?—A. Tin lined. There might have been one or two boxes that were not tin lined. The

Japanese, they usually ship this fish around, and sometimes it is too dry. There may have been one or two. I know there were a great many cases tin lined. The boxes were tin lined.

Q. I notice here two cases of fish, and in brackets the word "Japanese" after the dried fish. Was that to distinguish it from any other fish?—A. I think they mean these small, little fish.

Q. In the first instance 130 dried fish?—A. Small fish, caught in the net.

Mr. DUNNE. What we call small fish?

A. Small fish—little fish, two or three inches long.

The CHAIRMAN. Mr. Bergino, could these fish, if it was in the tin-lined case goods—could it have been either damaged by heat or water in consequence of this fire?

A. I know it could not have been damaged by heat. I don't think so—no; it could only have been damaged by water, except it would have been placed in the flame and burnt, but little heat wouldn't have damaged it.

Q. How could it have been damaged by water if it was tin lined?—

A. I say it could not have been damaged by water.

Q. Your recollection of this fish that you saw with your own eyes was that the most of it was in tin-lined cases?—A. Yes, sir; the most of it.

Q. Then, all this fish smelling has reference to the tinned?—A. It smells terribly.

Q. Would you say from the smell of the fish, would you say that it was in a marketable condition from the smell?—A. No, sir; all of the Japanese goods smells.

Q. That is its normal condition of good?—A. Yes, sir; the same thing with Japanese pickles.

Mr. PLATT. The fish that you speak of in your inventory as "93 erico" fish, \$14 a case represents as near as you can recollect the fish that was taken out, and from being in the tinned case and received in a merchantable condition, is that correct?—A. Yes, sir.

Q. Just one more brief statement from you of the goods damaged and undamaged, could you have seen them all and what proportion would you say was bad and what proportion went to the Beretania street warehouse or any other place or might have gone—I want you to be as clear as possible on that point?—A. Well, I think that about three-fourths of the warehouse goods that were taken out of the warehouse at the Shimamoto warehouse were in good condition.

Q. In good marketable condition?—A. Yes, sir.

Q. In other words—A. At the time they left the place.

Q. On drays?—A. Yes, sir.

Q. Then the other quantity went to the dump?—A. I think so; it was supposed to go there.

Q. I understand that you can not smell these fish from the lined cases?—A. No, sir; but some of it was open.

Q. That was the only kind that you smelled?—A. Yes, sir.

Q. But that was open, wasn't it damaged?—A. Some of it wasn't damaged and some of it was.

Q. At the time that Mr. Towse gave you the order to inventory these goods did he give you the order to price them also?—A. No, sir; I don't think he did.

Q. Did it strike you when Mr. Towse gave you that order, did it

strike you at all as peculiar that the Government should be interested only in finding out the undamaged goods and wasn't at all interested in listing the goods that was damaged and thrown away, did that strike you as peculiar at all?—A. No, sir; I think the orders given to me was to take an inventory of the goods that could be used at all, or was of any value at all, that wasn't destroyed or damaged by fire or anything else.

Q. But it didn't strike you that the goods that were going to be saved and put in the warehouse could be seen at any time and carefully listed and the goods that was out and damaged and removed and could not be seen and that no list was being taken, that did not strike you at all?—A. No, sir; I don't think so.

Mr. PRATT. You went with Mr. King, as a representative of the board of health, to investigate the Shimamoto fire warehouse to ascertain as far as you could the value of the goods that were saved?—A. Yes, sir.

Q. You ascertained the goods and you voluntarily put upon them on your own information the value?—A. Yes, sir.

Q. That was as far as your duty and your instructions went?—A. Yes, sir.

Q. As to the disposition of the goods after they were inventoried you had nothing to do with?—A. No, sir.

Q. That rested with your superior officer, Mr. Towse?—A. Yes, sir.

Q. The goods were inventoried as your inventory shows?—A. Yes, sir.

Q. And subsequent to this you made several visits to the Beretani street warehouse?—A. Yes, sir.

Q. Taken in connection with this?—A. Yes, sir.

Q. Do you recollect whether you went with the goods on the load that had no other goods than shoyu?—A. I went with a load of goods that wasn't shoyu or crockery.

Q. But they were goods contained in this inventory?—A. Yes, sir.

EXHIBIT A.—S. SHIMAMOTO.

924 tubs shoyu, at \$1.40.....	\$1, 293.
210 tubs miso, at \$1.10.....	231.
130 dry fish, at \$12.50	1, 625.
256 canned goods, at \$5.75	1, 625.
472 somen, at \$4.40.....	1, 357.
31 kiri hu, at \$5.....	2, 076.
100 tubs shoyu, No. 1, at \$1.75	155.
11 hotate kai kimo, at \$14	154.
9 sarashi an, at \$9.75	87.
16 shiratama ko, at \$6.50.....	104.
2 bags goma, at \$6.....	12.
1,000 pieces kanten.....	10.
3 cakes, at \$3.50.....	10.
10 cakes, in boxes, at \$8.10.....	81.
1 shiraga kobu, at	12.
5 kiriwakame, at \$3.60.....	18.
28 katakuri, at \$6.25.....	175.
225 bags beans (daizu), at \$2.50	625.
406 bags beans (shozu), at \$3.15.....	144.
22 bags beans (kuromame), at \$3.....	66.
18 yea (kawayanagi), at \$12.50.....	225.
8 bags coffee (Hawaiian), at \$12.....	96.
2 bales warina, at \$6.50	13.
9 bundles porcelain (suribachi), at \$1.75.....	15.

ubs vinegar (Japanese), at \$1.15	\$5. 75
ales wakame, at \$15	30. 00
ags konyaku ko, at \$15	30. 00
allas kobu (mitsuishi), at \$5.45	32. 25
porcelain (Japanese), at \$9	405. 00
sengiri daiken, at \$3.50	143. 50
regs nails, at \$3	6. 00
insect powder (Japanese), at \$13.60	340. 00
natches (Boston), at \$20.50	41. 00
kanpio	18. 00
ins rain-coat oil (American), at \$3.75	15. 00
tubs takuhan, at \$2.50	55. 00
tubs salt fish (iwashi), at \$8	120. 00
tubs mumevoshi, at \$4	44. 00
small lamp (Japanese)	15. 00
lanterns (American), at \$7	21. 00
mushroom (Japanese)	41. 00
bags flour (American), at \$3.75	18. 75
debira	30. 00
dry fish (Japanese)	36. 00
clock (American)	5. 00
scales (large)	37. 50
scale (small)	5. 00
hand wagons	24. 00
hiratake	18. 00

[Those goods packed in cases and marked (K. A.), Halawa Kohala.]

pieces cotton crape	9. 00
pieces cotton crape	10. 00
pieces cotton goods (Japanese)	18. 00
pieces cotton goods (Japanese)	17. 00
dozen tabi	2. 30
dozen Japanese slippers	5. 75
dozen Japanese, English, and Hawaiian conversation books	3. 00
dozen stockings	3. 40
dozen undershirts	4. 50
dozen slippers	2. 25
dozen geta	3. 25
bale Japanese paper	1. 20
pieces yoshino cri (cotton goods)	12. 50
dozen Japanese books	3. 00
dozen Japanese pipes	3. 00
pounds kazunoke	2. 10
pieces cotton goods	9. 00
pieces cotton goods	9. 00

[Made ready to be shipped, marked A. T. Waimea.]

dry fish (fukuskinzuke)	12. 50
canned goods	9. 50
canned goods (matsutake)	6. 00
canned goods (matsutake)	6. 00
canned goods (fish)	5. 75
canned goods (fish)	5. 15
0 pounds dry fish (surume)	5. 40
bale cotton (Japanese)	1. 50
rolls cotton goods	14. 83
rolls towels (Japanese)	1. 50
dozen shoes (American)	13. 00
tubs vinegar (Japanese)	2. 40
somen	13. 20
box medicine, sahurau (Japanese)	1. 75
tubs miso	5. 50
dozen undershirts	2. 25
canned goods (beef)	5. 75
dozen porcelain, "suribachi"	1. 25
dozen porcelain, "donburi"	1. 00

2 rolls cotton goods (American).....	\$9.36
10 tubs shoyu No. 1	18.00
20 tubs shoyu No. 2	28.00
15 pieces cotton crape	13.65
15 pieces cotton goods, "kasuri"	15.00
8 pounds kainohino .....	.90
5 bags of beans (daizo)	13.00

[Made ready to be shipped marked M. K., Kaunakakai, Molokai.]

2 rolls white cotton goods (American)	5.50
4 rolls denim cotton goods (American)	30.88
1 red ink (American) .....	.50
1 box blue (American)	1.10
3 tubs takuhan	7.50
3 rolls of cotton goods (American)	12.35
6 dozen thread (American)	5.25
1 dozen cakes in boxes	1.30
5 boxes cupid tobacco	13.25
6 boxes Cycle cigarettes	5.40
5 bags beans (kuromame)	15.00
5 bags beans (shozu)	15.75
40 pounds wakame	3.60
25 pounds kanpio	5.00
25 pounds konniyakuko	3.75
20 bags flour (American)	18.75
20 tubs shoyu	28.00
2 tubs vinegar	2.40
5 dozen sarashian	3.25
4 dozen cakes in box	5.40
50 pounds warina	1.63
2 boxes soap (American)	7.20
5 rolls mosquito net	8.46

[Made ready to be shipped marked (P. S.), Lihaina.]

50 pounds kazunoko	3.50
130 pounds kobu missuishi	3.25
1 canned goods (matsutke)	5.75
1 tub takuhan	2.50
10 tubs miso	5.50
100 pieces porcelain (shawan)	2.50
2½ pounds Japanese candy .....	.25
1 canned goods (sajaye)	5.75
2½ pounds Japanese candy, "konpeito" .....	.25
1 canned goods, "hukushinzuke"	4.75
15 pounds shiitake	4.00
20 pounds kanpio	5.05
3 dozen cakes in boxes	5.00
2 dozen bamboo baskets	12.50
1 dry fish, "iriko" .....	.86
12 pounds kazunoko	1.65
11 pounds kainohimo	18.00
20 pieces cotton crape	7.50

Total 10,923.84

No. 1.—FIRE CLAIMS COMMISSION.

STATEMENT OF CLAIM.

S. Shimamoto, the undersigned claimant, respectfully represents that he is a resident of Honolulu, H. I.; that on the date of the loss hereinafter specified he was the sole owner of the effects and property set forth in the schedule hereto attached, marked "Exhibit A, B, and C;" that the value of said property at its cost price is set forth upon said schedule opposite the items thereof; that said property and effects were lost by total destruction by the fire on the 31st of December, 1892.

and that no part thereof was saved; that said fire occurred, as claimant is informed and believes, by order of the board of health in the suppression of bubonic plague; that the nature of the property lost is fully set forth in said schedules; that said property was situated at the time of said loss in that certain warehouse building on 326 Nuuanu street, in said Honolulu, Territory of Hawaii; that said loss consisted in part of the destruction of the building more particularly described in Exhibit C; that the name of the owner of the land whereon said building stood is _____ and the nature of the interest of this claimant in said building is _____; that said property was insured for (no insurance) dollars, in the name _____; _____ dollars of said insurance has been paid by _____ company, the insurer thereof; that the foregoing statement of claim and schedules hereto attached do not include any claims for speculative or consequential damages, or for loss of rent, or for use of property, or for loss of profits through the interruption of business, nor any loss, except the destruction of or direct damage to said property by fire, or removal under the order or direction of the board of health, as aforesaid.

S. SHIMAMOTO,

By his attorney in fact, R. SEGI.

TERRITORY OF HAWAII, *Island of Oahu*, ss:

R. Segi, attorney in fact for S. Shimamoto, being first duly sworn, says that he is the attorney in fact for S. Shimamoto, the above-named claimant; that he knows the content of the foregoing statement of claim, and of the schedules thereto attached, and that the same are true of his own knowledge, except as to such matters stated on information and belief, and as to those matters he believes them to be true.

R. SEGI,

Attorney in fact for S. Shimamoto.

Subscribed and sworn to before me this 27th day of May, A. D. 1901.

[SEAL.]

F. M. BROOKS,

Notary Public.

RULE XIV.—In order to facilitate business claimants are directed to present claims for losses of merchandise, goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof, upon a schedule to be marked "Exhibit A," and all claims for losses of personal belongings, jewelry, house furnishings, and other chattels upon a schedule to be marked "Exhibit B," and for all losses appertaining to buildings or of buildings' fixtures upon a schedule marked "Exhibit C."

Claim indorsed as follows: No. 1. Fire claims commission. Claim of S. Shimamoto. Amount, \$10,923.84. Filed May 27, 1901, at 9.15 o'clock a. m. J. M. Riggs, clerk. Presented by F. M. Brooks. Kinney Ballou & McClanahan, attorneys.

I do hereby certify that the foregoing is a full, true, and correct copy of my shorthand notes, taken by me at the hearing as above, before the fire claims commission.

C. F. REYNOLDS,

Official Reporter.

Subscribed and sworn to before me this 11th day of October, A. D. 1902.

[SEAL.]

H. C. CARTER,

Notary Public, First Judicial Circuit.

EXHIBIT No. —.

CLAIM OF JAPANESE METHODIST EPISCOPAL CHURCH, NO. 7.

• Fire claims commission, Territory of Hawaii, claim of Japanese Methodist Episcopal Church, No. 7.

The hearing of this matter having been set for trial on the 19th day of June, A. D. 1901, the following proceedings were had.

The following counsel appearing:

H. M. Bigelow, esq., for the claimant.

Messrs. Andrews, Peters & Andrade, and J. J. Dunne, esq., for the government.

Full commission presiding.

C. F. Reynolds, official reporter.

H. KIHARA, called for claimant, sworn.

Mr. BIGELOW. You are the pastor of the Methodist Episcopal Church (Japanese) in Honolulu?

A. Yes, sir.

Q. You are the one that presented this claim on behalf of the church before this commission?—A. Yes, sir; I am secretary to the trustees—to the board of trustees.

Q. You are the secretary to the board of trustees?—A. Yes, sir.

Q. When was the Japanese Episcopal Church destroyed by fire? What is the date?—A. January 20.

Q. 1900?—A. Yes, sir.

Q. Where was the building erected?—A. On River street, between Beretania and Kakoi.

Q. Of what was the building constructed, wood or stone?—A. Wooden building.

Q. Besides the church, was there any other building that was destroyed by fire?—A. Yes, sir; the parsonage.

Q. Was that a wooden building, or stone?—A. Wooden building plastered; and also the water-closet, separate from the parsonage; three buildings on our lot.

Q. Was there anything else; any other structure?—A. Fence.

Q. Besides these three buildings, was there anything else destroyed by the fire?—A. That is all. Of course some articles; household articles.

Q. Were those the things that were presented in Schedule B?—A. Yes, sir.

Q. (To the commission.) I would like to ask is it the custom to go down the list, take off each item, or is it done by proving it in a general way?

The CHAIRMAN. Refer to the schedule in a general way.

Mr. BIGELOW. Not take each item in the schedule?

The CHAIRMAN. I don't think it is necessary.

Mr. PRATT. Generally brought out on cross-examination.

Mr. BIGELOW (to the witness). Did you make up this Schedule B for the charge for the household utensils?

A. Yes, sir.

Q. Did you make that up from your own personal knowledge of what was in the church, personally?—A. Yes, sir.

Q. And the amounts here are a fair estimate of the property destroyed?—A. Yes, sir; it is only cost at the time.

Q. I will state to the commissioners, Mr. Kihara has enumerated in his list an item in Schedule B, one violin, and he desires to withdraw that; as he is the real owner he put it in the claim; it was destroyed by the fire; it was unintentional, his putting it in, and he asks now to withdraw it. I turn now to Schedule C, the real estate mentioned here. (To the witness): You have a charge here of church and fixtures estimated at \$2,194?—A. Yes, sir.

Q. Will you tell the court how you arrived at those figures?—A. Lumber, paid Lewers & Cooke \$844; carpenters, \$308; electric light, \$68.50.

The CHAIRMAN. That electric light, was that wiring?

A. Everything.

Q. Putting the wire in?—A. Yes, sir; and also the lamps. Carpenters, \$375; injury to fence and water-closet, \$118; \$12 fence one side. To E. O. Hall, \$70.75, iron railings, weights, etc.; blacksmith, \$4, and weights, \$57; flooring, \$18.40; and the total for Hall & Son, \$70.75; plumber, \$93.85; cushions, \$59; architect, \$75; labor, \$174.80; range furnished to the building, \$11, and wall paper, \$6.20; wire, \$2.35; sundries—that is, building the roof and such things as that. The total is \$2,312.

Mr. BIGELOW (to the commission). He includes in the church and fixtures the fence, the water-closet, and two items at the bottom of Schedule C.

The WITNESS. On a personal contract that I had with the Japanese carpenters, \$370, that makes the total \$2,682. Also, we claim \$415 for furniture and utensils.

Q. That is included in the first schedule, Schedule B?—A. Yes, sir.

Q. When was the church erected?—A. 1898; in July and August.

Q. When was the parsonage erected?—A. November, 1898.

Q. Who is the owner on which the church is situated?—A. Our church.

Q. Was the property insured?—A. Yes, sir.

Q. For how much?—A. Fifteen hundred for the church and two hundred and fifty for the parsonage.

Q. In what company?—A. The Union Society of London.

Q. Have you recovered anything on that policy?—A. Yes, sir.

Q. Have you got any money from that policy; has the insurance company paid you anything?—A. No, sir; nothing. I tried to get something, but they refused.

Cross-examination:

Mr. DUNNE. What was the cost of the fence, standing alone?

A. I don't know much about that, but I have valued the fence, the interior work, and also the water-closet altogether at \$118.

Q. How much of that \$118 went toward the fence and how much went for the water-closet?—A. Forty-five dollars for the interior work of the church.

Q. That is \$60, then?—A. The water-closet \$20.50, and the picket fence \$7.50, and the other \$18.50.

Q. Are there any other fence items there?—A. And also \$12 put on the other side; that is, the fence put there before.

Q. So, if I have the figures correctly — —A. Eleven dollars and a half for painting.

Q. Painting the fence?—A. Yes, sir.

Q. So that would make the total?—A. Building the fence, the water-closet, and the interior of the church—

Q. And the total value of the fence and the water-closet would be \$70, wouldn't it?—A. I think so.

Q. The water-closet, that is \$20.50; that is correct?—A. Yes, sir.

Q. One item for the fence, \$7.50?—A. Yes, sir.

Q. Another item, \$18.50?—A. Yes, sir.

Q. Another item, \$12?—A. Yes, sir.

Q. And another item, \$11.50; is that correct?—A. Yes, sir.

Q. And that foots up and makes the total \$70?—A. Yes, sir; this bill for the interior decoration of the church.

Q. Have you charged the bill in the value that you have given for the church?—A. Separate.

Q. How long after the church was built was it that you got all of these articles of household furniture?—A. Got them right away when the place was ready for occupation; got them right after the church was finished.

Q. All of these small articles of personal effects?—A. After the fire—

Q. Did you buy them and put them into use as soon as the church was ready for occupation and use?—A. Some of them were new and some were not so new; I can't tell from this, exactly.

Q. At the time of the fire were any of these articles new articles that belonged to the parsonage?—A. Yes, sir; the articles that belonged to the parsonage.

Q. What was their condition at the time of the fire? I direct your attention to Schedule B in the claim, and ask you to relate the condition of the articles named therein at the time when the fire took place; just state their condition.—A. Some of them were new and some were old—second hand. I can't tell you exactly, but they were mostly new. I only bought about half about a year ago or so; all the people gave us something for the parsonage.

Q. When you got these articles were they new?—A. Some one gave our ladies—

Q. When these ladies gave these articles were they new?—A. Some were new and some were old, so I put down the price at auction-sale price.

Q. In your schedule here?—A. Yes, sir.

Q. You describe it there as the cost price?—A. It is very cheap.

Q. One question, is there any litigation over the policy of insurance? Did you go to court and try to get your insurance?—A. No, sir.

Q. Have you done anything at all about that?—A. I went to see the agent, and then the agent wrote to me back by some paper that he refused to pay in this case.

Q. And has the matter rested there?—A. Yes, sir.

The CHAIRMAN. I think the attorneys for the claimants have inquired into a good many of the insurance policies; there has been a claim always, several instances that I have been connected with, speaking of the insurance company of which I am agent. I have had several claims filed upon me and have made a disposition of them in some way or other, and the attorneys have taken it up; I think Kinney, Ballou & McClanahan.

Mr. BIGELOW. Mr. Thurston has a large number of them.

The CHAIRMAN. I would suggest that it might be well for the attorney for the claimant to see what kind of a policy this claimant has in this matter. If he has the New York standard form of policy he will have no claim under it. There were a great many policies issued so in Honolulu. They were not the ordinary standard New York form. I think perhaps it will be well for the Government to request the attorney for the party to see what his policy is.

Mr. DUNNE (to the witness). Have you the policy?

A. Yes, sir [here the witness produces the policy].

Q. The company shall not be liable for loss caused directly or indirectly, etc.?

The CHAIRMAN. That is the form that excludes the company from liability.

Mr. DUNNE. I believe the Government—I beg to say we have got past the item in the claim fixing the sum of \$2,194 for the church and fixtures, and the sum of \$370 for the parsonage and fixtures, and the sum of \$118 for the water-closet and the fence, but we submit that in determining the value of the parsonage your honors should make some allowance for the year's use and the wear and tear of the year. That is the only criticism that we have to offer on this claim.

Mr. PRATT. I would like to call the attention to the \$75 architect; are the plans still in his possession?

Mr. DUNNE (to the witness). Where are the plans that this church was built from?

Q. Mr. Ripley, I think he is here, and he has got them; he is here.

Mr. PRATT. In estimating the question of cost I ask if there wouldn't be a saving—aren't the plans of some value to the organization; if they were saved wouldn't that probably be deducted; might it not be deducted; they could be used again? (To the witness.) The bill of the architect—the cost of the service of the architect—did this \$75 cover the cost of the architect and the plans of the architect?

Mr. DUNNE. Were those plans turned over; where are those plans now?

A. They were burned.

The COMMISSIONER. Couldn't there be a duplicate in the hands of the architect?

Mr. DUNNE. The architect is here.

The CHAIRMAN. I would say in connection with that matter, we having more or less to do with architects, that the regular architect charges us 5 per cent upon the cost of the building, and that includes superintending; now of the plans, if you go to the architect and he draws you a plan and you don't give him the superintendency over the cost of the plans they usually make at the time, they usually put it his way, 3½ for making the plans, and superintending 1½; so if that included the charge of the superintendent, the architect, there would be 3½ per cent that would represent 3½ per cent of the cost of the building, and 1½ for the drawing of the plans. That would be a claim, because that is gone.

Q. The plans of the church were in the possession of the church, and were destroyed at the time of the fire?—A. Yes, sir.

C. B. RIPLEY, called for claimant, sworn:

Mr. BIGELOW. You are an architect?—A. Yes, sir.

Q. Were you engaged in the business of an architect in the year 1895?—A. Yes, sir.

Q. Did you design the plans of the Japanese Methodist Episcopal Church?—A. I did.

Q. What was the value of your services in drawing up those plans?—A. Well, I gave full superintendency to it, to the construction of the building, and the regular charge would have been 5 per cent upon the cost of seeing the building erected; I only made a charge of \$75 for the full services which I rendered.

Q. Then, as a matter of fact, the \$75 would represent the compensation for what you gave to it?—A. No, sir.

Q. Yet you say that you took full charge; that you drew up the plans and supervised the erection of the building?—A. Yes, sir.

Q. Have you any plans or draft in your possession from which duplicates could be made upon which this church was built?—A. I don't know that they are in existence; I have sold out my business to the man who was then my partner, Mr. Dickey; it is possible that there may be drafts in the office, but I think there were no duplicates made. I think that I turned the originals over to the Japanese parson; I don't think there was any preserved; possibly it might be found among Mr. Dickey's plans.

Q. If they were found, would it take very much time to make out plans again on which to build the church?—A. If there was a tracing found, there could be blue prints made; it is really in the profession that the plans are the property of the architect. They are simply instruments of service, and after the service for which they are made they are not supposed to be of any use. That is recognized in the profession.

Q. In this specific case, even if the plans were found in your office you would have a right to follow the lines for the church?—A. Yes, sir.

Cross-examination:

Mr. DUNNE. Included in the value of the plans is the tracing and also your services as superintendent?

A. That is all I asked.

Q. Now, what would there be for a full allowance of commission? Now, what would be the value of the plans themselves; what portion of the \$75; what represents the value of the plans?—A. The plans and specifications represent $3\frac{1}{2}$ per cent.

Q. If \$75 represents the 5 per cent, that is not in full?—A. No, sir, not for such service; that is the proportion that is given to the plans, that is $3\frac{1}{2}$, while full services is 5 per cent.

Q. What is the cost price of the construction of this building?—A. Well, about \$2,300, if I remember right. I was a member of the board of trustees, and I remember at the completion of the building and dedication I made a statement of the cost of the building, and I remember that was about the figure, or a little more than \$2,300.

Q. And $3\frac{1}{2}$ per cent of \$2,300 would represent the value of the plans?—A. Yes, sir, if they had been sold out.

Q. Independent of any services as superintendent?—A. My services as superintendent represent so much labor on the building; that was part of the cost of the building. I would like to state to the commission that at the time these buildings were appraised by the Government appraiser I was a member of the board and I was interested in the building, and I requested that the other two members of the appraisers should make this appraisement in my absence. I had

nothing to do with the case; it wouldn't be right for me to say anything about it, so that the appraisement that was made by the Government was made by Mr. Welhelmi and Mr. Odekirk. I was present at the time.

The CHAIRMAN. Mr. Ripley, when you speak of the plans—that means the specifications also?—A. Yes, sir. Three and a half per cent means the plans, specifications, and detail tracings.

Q. While the tracings—the tracings don't represent 3½ per cent—there are the specifications?—A. Yes, sir; that means the specifications as part of the drawings.

Q. So, if you had the drawings and didn't have the specifications, it would be very little use—the plans?—A. It would depend upon the nature of the building. If it was erected by day work, the specifications wouldn't be so important. They generally represent the value of one-half per cent.

Mr. BIGELOW. One point in connection with the statement that was made in this case I would like to call the attention to is in the fourth line of the second paragraph of the statement of the claim “that the value of said property at its cost price is set forth upon said schedules opposite the items thereof.” When these claims, or the consideration of these claims, were first taken up by the consulate who was acting on the claims, it was then for us to fix and ascertain the cost price and embody it in Schedule C. That was the case of merchandise, and an inventory was to ascertain as near as might be the actual value of the property at the time of its destruction, and the court will notice as it comes to subsequent claims by our firm that we have scratched this statement out and made it conform with that, and it reads as follows: “That the value of said property as set forth in the said schedule,” scratching out the three words “its cost price.” We do that for the reason that the entry upon which the claims in which we are concerned—the items of Schedule B—are not furnished upon that basis or the actual value of the claim and not its cost price.

The CHAIRMAN. The commissioners in preparing these forms—we made a form out in that way—but they had in view to reserve the right to ask for a depreciation, so we thought that would cover just the point that you are raising, and we put it in at the cash value of the building; the building represented at the time of the fire; but the court in making out this form in that way would take the cost price and deduct that they thought was fair in the building, in the case that you claim, that such was the depreciation and that would amount to nothing. Because the building was practically new for all intents and purposes,

H. KIHARA, recalled.

Mr. BIGELOW. In setting forth these items in Schedule B and putting down these amounts opposite each item, did the figures that you have put down here represent the cost price of the various articles, or do they represent the value that you asked for the articles, or estimate of what the articles are worth at the time they were burnt?

A. It is not the cost price at all; I put the valuation on for the price to be auctioned; if it was auctioned we could realize so much—that is the way I put it in—and, furthermore, I said there are more than is on the list. There are several more goods which we found out afterwards also burnt, but we never put that in, so that it is only a very cheap price.

Mr. BIGELOW. If I understand right, that if he put it all on it would be still more?

Mr. DUNNE. Was there any very great change in the condition of these articles between the point of time when you got them and the time when they were burnt?

A. No, sir; there was no change whatever; not any big change; only used about a year.

Q. Were they taken care of carefully, used or otherwise?—A. Very carefully handled; I was very careful in handling those things; they belonged to the pastorage, and we were very careful in handling those things; not very much wear and tear.

Mr. PRATT. I would like to inquire to ascertain what allowance was made. What was the original cost of some of these articles—for instance, the church organ?

A. I don't know; Mr. Kanns was superintendent, who was in San Francisco; bought that organ and sent it to us, and in his letter he said about \$150 new, but he bought it as an old one; it was second-hand.

Q. What did he pay for it?—A. A little over \$60.

Q. And it had been in use a little over a year when it was destroyed?—A. Yes, sir.

Q. You haven't got a bill of sale of that organ?—A. No, sir.

Q. Has the treasurer got a memorandum of that?—A. No, sir; there has been a reduction of \$5 for the use of the organ.

Mr. PRATT. For the year; is that correct?

A. Yes, sir; we had just had it to Bergstrom & Co. for cleaning.

Q. Twenty-four chairs; what was the original cost of those chairs?—

A. Those were presented by Mr. Waterhouse; 24 very strong wood and heavy chairs; I guess about \$1.40 or \$1.50.

Q. The original cost was \$1.40 or \$1.50, and you put them down to \$1.25?—A. Yes, sir.

Q. And as to the other chairs?—A. Those that we bought they were burned; they were just like new at that time.

Q. What did they cost originally? Who did you buy them from? Where were they gotten?—A. I don't know; Mr. Peck bought those.

Q. Thirty-four yards of straw matting, \$10.20. What is the value of that matting new?—A. That Mr. Kawaski presented to us for Christmas.

Q. Do you know what is the value of a piece of matting 34 yards what is it per yard?—A. Thirty cents a yard.

Q. That would be pretty near the full value?—A. It was just new he presented it to us on Christmas.

Q. There was no allowance made for the use of it?—A. It was presented to us just before Christmas.

Q. Here is a magic-lantern, \$30; 126 pictures. Where was that gotten?—A. That belongs to us, Mr. Smalli; we had it about six months; it always stood in our parsonage; he brought it from Japan about 150 pictures for 25 yen. It might have been a little more expense to bring it here; maybe 80 yen.

Q. When was the church destroyed—by what fire?—A. January 29.

Q. Didn't manage to save any of the goods that day?—A. Personal effects, we saved some.

Q. None of the furniture in the church?—A. No, sir; nothing, was all burnt up.

Q. And the church was right close to River street?—A. Yes, sir; we had ample time and we had people that tried to save things, some of the property of that church.

Q. You had ample time to save some of the things, but the church went and the personal property?—A. Yes, sir.

Q. You had plenty time to save some of the property?—A. Yes, sir, some; there was a crowd around there; the people were scared.

Q. Wasn't that part of the place on that day the fire of the 20th of January, that certain parties went around and tried to burn it up by pouring kerosene oil on it?—A. Yes, sir.

Q. Was there kerosene oil poured on this property?—A. Yes, sir; inside.

Q. Who did that?—A. I don't know; some citizen came there and broke our door to make the fire, I don't know who they were—white people.

Q. This was an independent fire?—A. We were trying to stop the fire in that church, the church and another building between their building, and they tried to put the fire in the church; may be they wanted to stop the fire at that place at that time, there was no water on that side.

Q. Can you recollect the name of any one of those people that were doing that sort of work, any individual? Do you remember the name of any individual that was there?—A. Waterhouse and Mr. Whitney, and I saw some big man with eyeglasses on.

I. ROKUJIBU, called, sworn, for claimant.

Mr. BIGELOW. What position did you occupy?—A. At present?

Q. What position did you occupy, if any, at the time of this fire?—A. I was assistant preacher.

Q. In what church?—A. In the Japanese Methodist Episcopal Church.

Q. The one that is putting in this claim, the same church?—A. Yes, sir.

Q. Where were you employed in your position as assistant to the pastor?—A. At the parsonage.

Q. Do you know about the value of these articles here in the Schedule B?—A. Yes, sir.

Q. Now, I will ask you about this first item—one cot bed and bedding—what have you got to say about that?—A. This cot was occupied by me. I don't know how much was paid for it in the store, but in the store \$4 or \$5 new. Cot and bed, and besides there was a quilt on top of the bed, so that it was worth more than \$5. Anyway, we put that down for \$2.50.

Q. What sort of a cot was it?—A. It was a canvas-made bed.

Q. One of these cross-legged cots?—A. It has a spring mattress.

Q. A spring?—A. Yes, sir, and a mattress on top and two blankets.

Q. Well, now, take the items accidentally throughout. Well, you have got here four tables—\$4, what about those?—A. Those four tables were used by four different persons. I was one of them. And new they were \$2.50 and \$3, and one used by the clerk was about \$1.50. We just took the average and then put it down.

Q. Did you buy them second handed?—A. I don't know whether they were new or second handed.

Q. Now, take this item, 24 chairs at \$1.25, what do you say about that?—A. The 24 chairs were made out of some strong wood; it was quite new, and new I think they would cost \$1.50 apiece.

Q. What sort of chairs were they, like these chairs?—A. Where you sit down, hollow here.

Q. What did you say they were worth, \$1.50?—A. Apiece when new. I had occasion to buy myself, to buy that same furniture in the furniture store, and I know how much these things are worth now.

Q. Where and when have you bought, and for what purpose have you bought chairs?—A. Some time, for instance, some last year I bought several chairs for the Makiki church and I paid \$1 for each of them, and there were several stronger ones and they asked \$1.50.

Q. Now, how about these 48 chairs at 70 cents apiece?—A. These 48 chairs are cheaper than the 24 chairs; this was refurnished just before the fire and they undoubtedly cost more than \$1.50 when bought new.

Q. How much did the refurnishing cost?—A. I can't tell you; I can find out what I paid.

Q. How long had these chairs been in use at the time of the fire?—A. I can't tell; it was before my time. I didn't buy them; my time there was about five months before the fire.

Q. Were they there at the time when you came in?—A. Yes, sir.

Q. How about these 34 yards of straw matting at \$10.20?—A. Well, that was donated by Mr. Towaski; it was spread down at Christmas time, in 1899, and right after it was spread down the fire burned it up; it was brand new.

Q. Do you know how many days it was there?—A. It was the longest about a month, only a month; it was burned on the 20th.

Q. Do you know what that matting cost, the price new?—A. I can't tell you.

Q. You say that was given by Mr. Towaski?—A. Yes, sir.

Q. Do you know anything about this church organ set down here at \$55?—A. Well, the organ looks in a very good condition.

Q. Do you know what it cost?—A. I can't tell you, it was before my time.

Mr. PRATT. I would like to ask as to this valuation, the valuation which has been put upon this property that is in this claim, if they arranged this claim and passed upon it in the church, that is all of this property, more especially the church property, or if they put in the valuation regardless of the church's desire?—A. Each one of the claimants knew of it and assisted.

Mr. BIGELOW. Is this the valuation fixed upon—that is, has this been submitted to the consulate and the valuation fixed upon by the church or, in other words, has it been gone over and thoroughly passed upon by the Japanese consulate?

A. I am not positive about that. I don't know.

Cross-examination:

Mr. DUNNE. As a general proposition you know nothing about the original cost price of these articles, do you?

A. No, sir.

Q. And when these amounts were put down you were simply putting down your best judgment as to the value of the articles at the time of their destruction, was it?—A. I didn't put any valuation. I think it is not my work.

Mr. PRATT. Who did fix the price, the valuation?

A. First in the church and then referred to Kihara to see, and he showed it to the members of the church.

Q. When Mr. Kihara made up the valuation did he call in the assistance of the consulate?—A. I think he went; I can't say, I don't know.

H. KIHARA, recalled:

Mr. BIGELOW. Who made up this valuation, Mr. Kihara; who figured that up?

A. Our treasurer and the board of trustees, and also I got it up and we presented it to our board of trustees and the trustees approved of it.

Q. Who are the trustees?—A. Nine of them, the board of trustees.

Q. Who are they?—A. At that time I don't remember who they were, five or six together.

Q. Well, name those that you do remember?—A. Mr. Pearson, Mr. Ripley, Mr. Kawaski, Mr. Ressimalt, Mr. Paty, Mr. Kebayashi, and Mr. Takashi.

Q. Do you know whether Mr. Pearson and Mr. Ripley were present when this schedule was presented?—A. Yes, sir; I think Mr. Pearson was present, I don't remember about Mr. Ripley.

Q. You don't remember one way or the other as regards to Mr. Ripley?—A. No, sir.

Q. But Mr. Pearson, you say he was there?—A. He was chairman.

Q. In figuring these amounts will you tell the commissioners how you figured out these amounts?—A. Mr. Kawaski, he is a merchant, he knows the price, and the lawyer consulted with him about the price.

Q. But it was really Mr. Kawaski who made the accounts and did the figuring?—A. Yes, sir; I talked with him about the price and the things and then the claim was submitted to the trustees for their approval of this claim.

Q. Was the claim submitted to the Japanese consulate?—A. No, sir; the Japanese consulate never touched on our claim.

Q. That is, the claim has never been submitted to the Japanese consulate?—A. No, sir.

The INTERPRETER. He says, got approved by the consul.

Q. Was it approved by the Japanese consulate?—A. Yes, sir; that was presented to the Japanese consulate.

Q. Was or was not this claim submitted to the Japanese consulate and approved by them?—A. Yes, sir.

Q. When?—A. Last year, in July some time.

Q. They made it up and submitted it to the trustees?—A. Yes, sir; at the time they approved it they made this claim.

Q. How soon—you submitted it to the trustees after it was submitted and approved by them, then it was submitted and approved by him; is that correct?—A. First we presented it to the board of trustees, and then we took the claim to the consulate.

Q. Did they approve of it?—A. Yes, sir; they said it was a very close claim.

Q. The consul thought this was a very nice claim?

The INTERPRETER. I can't express it very well; he says, "That is good."

Q. Are you the person that did the actual figuring on this?—A. Yes, sir.

G. L. PEARSON, called for the claimant, sworn:

Mr. BIGELOW. Are you a member of the board of trustees of the Japanese Methodist Episcopal Church in this city?—A. I am.

Q. You were such when the schedule was made up of the fire claim?—A. Yes, sir.

Q. Will you state to the commission what part you took preparing and considering these schedules?—A. We had Mr. Kihara, the secretary of the board of trustees, to furnish the items, give us an itemized list, and the board of trustees were called together, and Mr. Ripley was present and myself. We then went over each item carefully, investigating it item by item as to the probable value of the property, getting at the cost as near as we could and reducing every article below what was the cost, endeavoring to make a fair valuation at the time of the burning. After going over every item carefully, I think six or seven times carefully, maybe eight, we made this as final: I asked Mr. Kihara whether the consul went over these and put the valuation on this or not. Not speaking English, he didn't just understand, when he said that the consul had nothing to do with this about the putting of the valuation on this property; it was and then filed with the fire commissions; it went in that way and it is approved, and that is the way that this valuation has been put in on these articles: that is the way I understand it. That was our investigation; we considered that was the probable value of the property at the time they were destroyed by the fire.

Q. Could you say—do you or not say these figures as set down here represent the cut?—A. They represent the price, the valuation—the valuation of the goods at the time—and it was explained to the most of the Japanese that were present at the time, as the value of the things. It was an honest valuation. As to what was said at the time, the most of that is down on the record; it was written down at the time the statements were made and are upon the written record.

Cross-examination:

Mr. DUNNE. Have you seen these articles yourself?

A. I have seen a great many of them. The chairs—those for \$1.25—those were chairs that Mr. Waterhouse bought and donated to them; they were ordinary chairs, wooden, with backs; and they purchased other chairs which they paid 75 cents for, and some since that purchased for \$1. They were only used two or three times, so that they were not hurt at all, and put in at \$1.25, so we consider it to be very reasonable and fair, although we didn't have the actual figures before us.

Q. Are you familiar with the care of these premises?—A. Quite fairly so; I visited the church quite frequently, so that I know the furnishing and the furniture on the inside of the church, and I know it has had careful use and so did the parsonage.

The most of the time there was just the room; they were used by gentlemen; they did part of the time; they had cooking utensils there and such things, but they were not used; I think everything was in good shape; they made the purchase of those articles themselves.

Q. In the Schedule B, did you purchase those articles?—A. No, sir. I didn't have anything to do with that.

Q. Who was the person that did that purchasing?—A. I guess they were purchased—I can't say—I think the parson himself; I suppose

Mr. Kihara purchased a great many of the furnishings for the rooms—the officers of the church, the treasurer, and Mr. Kihara.

Q. Perhaps the larger portion of these articles were donated, were they not; or do you know?—A. I should think likely that they were; I don't know; I know that some of them were donated.

Q. I call your attention to the item "hymn book." Can you remember anything about that?—A. Put in at \$21. Some of the hymn books, as I remember, were big, such as are printed in the Japanese language, with a mixture with the English; and I saw English books, and some of the books with no translation; I don't know how many of them there were; the books were of a different character; I don't know what they cost; they were practically new books; they were purchased in Japan and brought over here.

Q. Were those books bound books?—A. A large portion were bound books; I don't know how many.

Q. Did you say anything about whether you could recollect about the purchase of those?—A. No, sir; I don't think that I purchased any of them.

Q. Do you see anything on that list that you can recollect that you purchased?—A. No, sir; I don't think there is anything. I furnished some of the money to purchase some of these things. I turned it over and they did the purchasing; and they used money of their own also.

Q. As a matter of fact, Mr. Pearson, this schedule of articles and the values is the best that you could make on those values?—A. Yes, sir; from the carefulness with which we fixed those articles at that time, that is their actual cost.

Q. Still it is your best guess?—A. Not all the items; some of the items would be guesswork and some of them were figured pretty close.

Q. That matting?—A. That was new matting and there was pretty near \$2 dropped off of that, I think.

Q. The next item, the church organ, \$10?—A. That cost something to get it down here.

Q. Fifty-five dollars. Was there service being held there at the time of the fire, and was the organ in use?—A. That is my recollection of it.

Redirect examination:

Mr. BIGELOW. You are a business man here in town?

A. I am pastor of the English Church, Methodist. I have charge of the work among the Japanese, so I have got the supervision of this work.

Q. And have had more or less experience in this kind of furniture?—

A. Yes, sir; I turned these items over when they purchased them and I have estimated, and believe it to be a very conservative estimation, at the time of the fire.

The CHAIRMAN. One double bed, iron frame, and bedding; do you recollect seeing that?

A. Yes, sir.

Q. What kind of a double bed was that?—A. Why, an ordinary double bedstead—double width, for two persons.

Q. An iron bedstead?—A. Yes, sir; and had brass knobs on it.

Q. It was a good iron bedstead?—A. Yes, sir.

Q. And had mattress on there?—A. Yes, sir.

Q. Spring mattress on it?—A. Yes, sir.

Q. And a hair mattress?—A. I don't think it was a hair mattress;

I wouldn't say; but it was a good mattress—I don't know whether it was a hair mattress or not.

Q. Then the fourth item, "One double bed frame," \$20. What kind of a bed was that; similar; \$20? What kind of a bedstead was that?—A. Well, I suppose that to be a wooden bedstead, an ordinary wood frame instead of iron; instead of iron, a wooden frame.

Q. What kind of a bed? Do you recollect what kind of wood it was?—A. I think it was an ordinary wooden bedstead.

Q. Was there any spring mattress?—A. That spring mattress was separate.

Q. There was no spring mattress?—A. Not as I remember.

Q. You couldn't get it with the bedstead for \$20?—A. I hardly think so, with the bedding.

Q. Was the mattress, the blankets, and quilts attached to it?—A. Yes, sir.

Q. That belongs with the bedding?—A. Yes, sir.

Q. Now, then, here is an item of furniture and all the articles in the kitchen and bathroom, \$50. What was in there; have you any idea?—A. I don't know what the items were; I can't swear to the bathroom and the bath tub.

Q. Was that a porcelain bath tub?—A. I don't know; I never was in it.

Q. Those chairs, 24 chairs and the 48 chairs; those were donated by Mr. Waterhouse?—A. Yes, sir; those chairs were wooden chairs.

Q. And the value is an estimated value?—A. That is all.

Mr. PRATT. As a matter of personal knowledge you don't know whether these goods, any of them, were saved or not?

A. No, sir; not of my own personal knowledge. I was not there.

Q. Any of them ever come into your hands again?—A. No, sir; just a few little things were saved, two or three little things.

Q. None of these things has ever come back into the possession of the people?—A. No, sir; I should say none of—if it had I would have heard of it.

K. KAWASAKI, recalled:

Mr. BIGELOW. You are the treasurer of the Japanese Church, the Methodist Episcopal Church?

A. Yes, sir.

Q. Did you have anything to do with the making out of this itemized Schedule B in the fire claim?—A. Yes, sir.

Q. Where were the various articles bought from, donated, purchased, or how did they get them?—A. Some were bought and some were donated.

Q. Can you tell which of these articles were purchased by the church, or by you, or given to the church? Can you tell us some?—

A. I can't tell you all of them.

Q. How about this 34 yards of matting?—A. It was a donation from my store.

Q. How much did it cost as new matting?—A. Thirty-five cents a yard.

Q. Can you give us any explanation as to any—as to this first item, as to this item, the kitchen and the bathroom and the furniture and all the articles therein?—A. I can't tell exactly every one; some of them in the kitchen and bathroom—some I could tell, not all.

Q. Do you remember about the tub?—A. Well, I remember the bath tub and all of those things.

Q. What kind of a tub was it?—A. It is a galvanized tub, large tub.

Q. Is it porcelain lined or not?—A. No, sir.

Q. Now, what else was there?—A. Wash basin.

Q. What do you remember that was in the kitchen?—A. Table, chairs, plates, cups, and stove—a small kerosene-oil stove.

Q. What books?—A. I don't remember.

Q. Were there pots, pans, kettles, and dishes, and all that sort of thing?—A. Yes, sir; all of these kitchen utensils.

Q. The parsonage?—A. Mr. Kihara can testify about the contents of the kitchen and the bathroom.

Q. How about these chairs, the 24 chairs; do you know anything about those?—A. Well, the chairs were there; they were large chairs; I don't remember very well which chair you mean. In the parsonage we had chairs.

Q. Twenty-four chairs at \$1.25 apiece?—A. I know the large chair—I know there was large chairs, and I believe it was \$1.25 apiece.

Q. Do you set this value on them?—A. That is all that I know, I'm a member of the board of trustees.

Q. What business are you in?—A. A store.

Q. What sort of a store do you keep?—A. General merchandise and provisions, and the value of the chairs I am very well acquainted with, because I handle so many. I am an importer and I buy things for people on the other island, and I know I am acquainted with them.

Q. Do you know anything about these 60 hymn books at \$21?—A. I remember about the size.

Q. Can you give any light on the subject as to their value?—A. Thirty cents.

Q. That would be \$18, and you have got it here \$21.—A. I remember that it was over 30 cents.

Q. How big were the books; how many pages?—A. About that thickness [indicating].

Q. Were they bound or not?—A. Yes, sir; with stiff covers.

The CHAIRMAN. This wash basin in the bathroom; was that a marble washstand or basin or only a porcelain washstand or basin; what was it?

A. It isn't a marble washstand; they enameled iron basins; there were several.

Q. They were to put on the table to wash from?—A. Yes, sir.

Mr. PRATT. Did you testify that you could fix the valuation at all, or had anything to do with the fixing of the value on this property in making up this schedule, carrying out the values of each of these articles?

A. Yes, sir.

Q. Does this schedule represent the price that you fixed at the time; was the price in this schedule the price that was fixed at the time?—

A. Yes, sir; the same; no change.

Q. It is the same as when you first figured?—A. Yes, sir.

Q. Were they changed at all by the board of trustees?—A. Some of the items; one thing was; for instance, when I would state that the item is worth a dollar, and sometimes when the board of trustees approved of the same proposition, they would go down cheaper, for such a reason; that was the way with several of them, and my appraisements were cut down; there is no article much in excess of 1 per cent.

Mr. BIGELOW. Do you remember as to the chairs?

Mr. PRATT. As to the making of this schedule in its entirety.

A. It has not been changed since.

Mr. PRATT. I am trying to get at the man that fixed the values.

Mr. BIGELOW. Evidently done by two or three men working together.

Cross-examination:

Mr. DUNNE. Did you see the fire burn down this church?

A. I saw it from the quarantine.

Q. How far away from the church were you at the time of the fire?—A. I was out at the detention camp at Kalihi; I could see the fire at that place.

Q. And you saw the fire burn down this particular church?—A. Not the regular church; it burnt the church; the fire done it.

E. YASUMORI, called and sworn.

Mr. BIGELOW. Are you the person that gave the magic lantern and the 126 pictures?

A. Yes, sir; I believe I am, sir.

Q. How much did you pay for the magic lantern?—A. I bought that originally in Japan; I bought them and paid 50 yen.

Q. That is \$25?—A. Yes, sir.

Q. Well, now, how much did you pay for the pictures?—A. Twenty-five yen for the pictures (\$12.50).

Q. Is there anything else?—A. There is a curtain, two and a half.

Q. Two and a half yen or dollars?—A. Two dollars and a half, two yen and a half, a dollar and a quarter.

Q. How much did you have to pay for bringing it over here; back?—A. Five dollars to the custom-house for it.

Q. Was there anything else about it; any other items about the lantern?—A. Nothing, only I paid \$5 at the custom-house; that is all. The things were \$30.

Q. Did you submit it to the trustees, so that the information went before the board of trustees?—A. Yes, sir.

Q. Do you remember that you told them, just as you have told us what the thing cost, just as you have told us?—A. Before the trustees at the meeting of the trustees, I told them what it cost me, and, judge, after two years and a half, it would be worth \$30.

Cross-examination:

Mr. DUNNE. What condition was it in at the time when it was burnt?

A. Nothing broke; in good condition.

Q. Are you one of the trustees of the church?—A. Yes, sir.

I. ROKOJUBU, recalled.

Mr. BIGELOW. Do you know anything about the contents of the kitchen and the bathroom up at the parsonage, as to what articles were in there; what is that list?

A. That is a memorandum that I made.

Q. When did you make it up?—A. It is only a copy; it is a copy from my full list which I made up for the trustees.

Q. When did you make it up?—A. About June of last year. I can say very well, but about June of last year.

Q. Well, go ahead and tell us what was in the bathroom and the kitchen.—A. Some shelving, \$5.

Q. What sort of shelving was this?—A. One shelf, \$5.

Q. What sort of a shelf was it?—A. That is \$5 that it cost; the lumber in the shelving, and it cost \$5.

Q. That includes the cost of putting it up?—A. The cost of the lumber; just simply the material.

Q. What was the condition of these shelves at the time of the fire?—A. Right before the fire all new.

Q. Just new?—A. Yes, sir; and about 20 bowls.

Q. How much were those?—A. About \$5; some of them were good ones and some of the cheaper; the 30 bowls, \$3.

Q. What sort of bowls; china or wooden, lacquer or what?—A. The ordinary ware, china ware.

Q. Who bought them and where did you get them?—A. From several parties; we bought them of several parties.

Q. What was the condition?—A. Some were new and some second-hand.

Q. Some were new, you say?—A. Yes, sir.

Q. What were the secondhand, cracked or nicked—the old ones; in what condition were they?—A. There might have been some of them cracked, forty large plates, assorted size, some old and some new, \$4; stove, oil stove, four oil stoves, one dozen cups, and dozen knives and forks, \$1.50; four cups, pitcher and cups, a Japanese pitcher and cups.

Q. Well, how big are those cups; did you buy them?—A. I can't tell.

Q. Were they new or secondhand?—A. Secondhand; they were used up there.

Q. Do you know what those cups cost new?—A. There was one big pitcher, it would be worth a dollar, new.

Q. Then, there are three others?—A. Yes, sir, three; there is four altogether.

Q. All right.—A. One dozen cups and saucers.

Q. How many?—A. One dozen cups and saucers, \$4; one whole set, one teapot, and one sugar bowl.

Q. Is that new or secondhand?—A. They are used every day.

Q. Did they buy it or was it donated to them?—A. I can't tell you, I don't know. A half a dozen bowls, \$1; although I know there was more than a half a dozen; they may have only had a half a dozen.

Q. You know that there was more than a half a dozen?—A. Yes, sir.

Q. Two chairs, \$1.50, and one table, \$1.50; two large pots, \$2?—A. Yes, sir.

Q. What were they used for, cooking vegetables?—A. Boiling water and cooking rice.

Q. Show how large they were.—A. Large, like that [showing].

Q. How high?—A. So high [showing]—iron pots. Two small pans, used for cooking, \$1.50, and table stands—a half a dozen, and a half a dollar tea stand; silver-plated nickel, twenty-odd spoons, \$1; three large pitchers, \$1; ten thin tumblers, \$1; ten cups, \$1.50; china cups, \$1; one kettle, 50 cents; two pans, \$1; one alarm clock, 50 cents; four water buckets, two large galvanized-iron tubs.

Q. What were they used for?—A. For washing clothes; two buckets for washing in, \$1; one large box of rice, \$1. These were utensils used by these people.

Q. Now, where were these, in the kitchen or in the kitchen and bathroom?—A. In both places.

Q. Was there a bath tub in the bathroom?—A. Yes, sir; and in the bath tub there was those two galvanized tubs—no regular bath tub.

Q. Now, then, this list that you have given us included everything in the two rooms that you have estimated at \$50?—A. Yes, sir; that is all.

Q. Was this list that you have given us—was that the itemized list that you submitted to the board of trustees?—A. Yes, sir.

Q. Did they go over it, item by item?—A. Yes, sir.

Q. Did they take your figures or cut them out?—A. The trustees never changed it—that is, my original figures.

Mr. PRATT. How long after the fire was this list made up?

A. About four or five months after the fire.

Q. Made up entirely from memory?—A. Yes, sir; there are stacks of things which were not put in there which I remember now, but it is too late.

Q. What were those things?—A. One thing, I remember one pillow which we made no claim for; that was also burned, and there was a door mat which was left out; all of those things were left out of the list.

Q. How many clocks did you have in there altogether?—A. Two in the parsonage, and a large one, and the one in the kitchen; that is all.

Cross-examination: •

Mr. DUNNE. Were you there when the church burned down?—A. Yes, sir.

Q. Did you see the church burn down?—A. Yes, sir.

Q. How far were you away from the church when the church burned down?—A. Just outside of the church.

Q. Did you see how the church took fire?—A. I don't know. I didn't see how it started.

Q. How far away from the church was the main fire when the church took fire?—A. The church was burnt down by the main fire, not by a separate fire; somebody tried to set the church afire for the purpose of preventing the fire going over, but they failed, for it was in the big fire and finally the big fire consumed it.

Q. Well, was any kerosene poured on it—poured on the church?—A. I heard so; I didn't notice it myself.

Q. Was any effort made by any of these people to save anything that was in the church or part of the building?—A. Yes, sir; we tried, we just got a few things moved; that is all.

Mr. DUNNE. Didn't you see the main fire long enough before it reached the church to permit you to make an attempt to stop it from burning down the church?

A. Well, this fire, I never thought, for my part—I never expected that this fire would come here so near to the church; and another thing, there was several Japanese out of the church who belonged to the church, the inspector of this quarantine business, and a few other persons was around the church.

Q. But when you saw this fire approach this church, why didn't you run in there and at least save the most valuable of these articles—for instance, this magic lantern and the clock and such things—why couldn't you run in and save them?—A. Well, we tried to save, and we did save some; we saved some books and also our trunks.

Q. But what I am getting at is this—this was a progressive fire

wasn't it? It commenced some distance and kept working up toward the church and finally burned the church. What I want to know is, why didn't you protect yourself and the church against loss and damage by going into the church and removing these articles; when you could see this main fire gradually and surely working its way up to your church, why didn't you utilize that time to protect yourself and the government from loss?—A. This fire—as soon as I saw the fire take the Italian church, I then saw that the church was bound to go. I then commenced to pack. We had only one person to assist us in the packing, Pakashi. There was a large assembly in the church; the inspectors were there. They were not supposed to assist in packing; they were for saving the people that were there. They never expected that the church would be burnt; they never expected that the fire would reach them. They were in the way and they couldn't assist, and the people in the church started to pack things out and sending out the trunks. So; you see, in that confusion we were doubtful in saving the goods, what we did not save. All the rest of them were burnt. We saved some.

Q. When you saw that fire coming there, couldn't you, an active man, have saved every one of the articles in Schedule B in fifteen minutes—couldn't you have got them out of the premises?—A. Some of them were carried out to the sidewalk and there burned and some of the goods were saved.

Q. Well, have you made any claim for personal effects of yours that were burned at that church?—A. No, sir.

Q. You spoke of your personal effects, didn't you?—A. I saved some books and two cases and the rest was burned. I didn't put in any claim against the government.

Q. Has anybody put in any personal claim against the government for the destruction of goods at the time that this church was burnt?—

A. Nobody in the church put in his personal claim for his belongings.

Q. So the only claim is for this handful of articles which were on these premises when you could see this fire approach from the distance?—A. Well, the time was very short when we arrived at the church. When we started it was too late; we couldn't save anything.

Q. Why was it that you didn't try before it got to be too late, as a prudent man?—A. We didn't know that the fire would come to the church; when we realized that it would, it was too late.

Q. What time of day was it when the church actually took fire?—A. There was so much excitement I can't remember.

Q. But you can remember the hour and the day when you saw the tower of the adjoining church fall down?—A. It might have been 2 or 3 o'clock in the same afternoon.

Q. When the church burned down; is that right?—A. Yes, sir; about 2 or 3 o'clock.

Q. Now let us have no misunderstanding. Am I to understand that you testified that it was about 2 or 3 o'clock in the afternoon when your church burned down?—A. Yes, sir.

Q. And at least two hours before that you saw the other church, the name of which escapes me, and the fire was there, and this tower fell down at least two hours before that?—A. Yes, sir.

Q. Now, during those two hours you saw, then, that the fire was approaching, why didn't you, as a prudent person, protect these few things—with an active man you could have taken them out—you had

fifteen minutes?—A. Well, there was only two persons, as I told you before—only two persons besides me that knew where the books were; we started to take the things out as soon as we were sure the fire was approaching; we then sent out for boxes to pack the books in, and we packed them out; in the meantime the fire came.

Q. Was this church of yours within the quarantine district at the time it was burnt?—A. Yes, sir.

The further hearing of this matter is continued until 2 o'clock this day.

AFTERNOON SESSION.

Mr. BIGELOW. To prove the statement that I made to the court, that I intended to urge and I expect to introduce evidence on that point, and I have come here now fully prepared if the court desires to go into the question very generally or as regards this particular case as to the validity of the claimant on the 20th day of January, the day of the big fire, to remove their goods from the quarantine district; and as I say, I am perfectly willing to go into any part and show who was here at that time that the fire was bearing down toward the church, that ours is not a position of blame on that day. We claim we have a perfect right to go into all of that question; if it is the desire to go into it I am ready to go on and put the evidence in on that point, otherwise I submit it, as it is a waste of time.

The CHAIRMAN. I think the contention of counsel for the government, as I understand with the witness, is correct and proper. I think it should be the object and the duty of the government counsel in every case to show whether or not any number of persons whose property was destroyed to get it out, but in this particular instance I think the fire was raging. I wasn't here; I was in California at the time. I am not any more able to speak upon the facts than Mr. Dunne is. I only know from discussing it with the commissioners since adjournment. There was a confusion of all kinds, and goods were lost. It may have been the lack of good judgment, and, sir, I think it might have been the case in this particular case. But I think it is right and proper for the government wherever they think there was willful negligence on their part to save the goods. I think it is a point that the government could well dwell on, and bring it out in the various cases where such is the case. In this particular instance I have consulted with some of my colleagues, and speaking in this particular case I don't think there was any negligence, and I think in all of these cases where the government refers to negligence, why it will certainly be taken up but in this case it is different.

The statement or what has been substantially stated, it is not evidence only I think to preserve it on the record; I think that the record should show that this property was not in the quarantine district.

I think we ought to make it appear what the quarantine limits were at the time; if it can be shown, it can be shown later on.

Mr. PRATT. This property is within the quarantine limits and on account of the plague the property might be lost; it should show as a matter of record.

H. KIHARA, recalled.

Mr. BIGELOW. Where was your church situated?

A. On River street.

Q. Between what two streets?—A. Between Beretania street and Kokuiki street and Queen street, and from Nuuanu and River street.

Q. When was the quarantine established?—A. It was —

Q. Do you know the dates?—A. The first quarantine started about the first of December.

Q. Of what year?—A. 1899; the first of December, 99, about the 20th or 21st of the same month. The 11th or 12th of December the second quarantine started—from December 28th to some time in February to the month of February of the next year.

Q. At the time this fire took place was the quarantine on?—A. Yes, sir.

Q. And your church was in the quarantine district?—A. Yes, sir.

Q. Do you know of any particular instance where parties were refusing to move goods from the quarantine district?—A. I can't tell.

Q. You can't tell of any particular case, is that what you mean?—A. Yes, sir; I don't know; I can't tell particularly.

Q. You know as a matter of fact they were not allowed to, but you can't tell any particular case; is that it?—A. Yes, sir.

Q. That is correct?—A. That is correct.

Q. By what order—on whose order was that quarantine established?

Mr. BIGELOW. Do you know by whose order that quarantine was established?

A. I believe it was the board of health; by order of the board of health.

Q. Do you know for what purpose it was established?—A. I believe to prevent the plague from spreading.

Here the testimony is closed.

SCHEDULE B.

Fire claims of the Japanese Methodist Episcopal Church of Honolulu against the Territory of Hawaii.

[Name, board of trustees, Japanese Methodist Episcopal Church of Honolulu; president, G. L. Pearson; secretary, H. Kihara.]

Church and household furniture and utensils:

1 cot bed and bedding	\$2. 50
1 one-third bedstead with bedding.....	18. 00
1 double bed, iron frame, and bedding.....	25. 00
1 double bed, iron frame.....	20. 00
4 oak chairs.....	6. 00
1 armchair.....	4. 00
1 rocking-chair.....	2. 00
4 tables.....	4. 00
1 folding screen	4. 00
The furniture and all articles in kitchen and bathroom	50. 00
1 church organ.....	55. 00
24 chairs, \$1.25.....	30. 00
48 chairs, 75 cents.....	36. 00
1 table	3. 00
5 desks and tables.....	7. 50
Jewelry of all kinds:	
Parlor clock	6. 00
1 large clock	8. 00
Property not included in this schedule:	
34 yards of straw matting	10. 20
2 large mirrors	10. 00
2 lamps.....	5. 00

4 small lamps, assorted	\$3.00
1 set of magic lantern and 126 pictures	30.00
60 hymn books.....	21.00
1 school chart.....	10.00
3 dozen glass cups	3.00
4 pictures, 75 cents	3.00
1 Awata large flower vase	10.00
1 flower vase, medium	1.50
1 flower vase, small.....	2.00
The articles to be used for baptism and Lord's Supper	5.00
3 blackboards	4.00
1 garden hose	6.00
1 violin.....	10.00
Cost.....	415.00
Claim	415.00

SCHEDULE C.

Fire claim of Japanese Methodist Episcopal Church of Honolulu against the Territory of Hawaii.

[Name, board of trustees, Japanese Methodist Episcopal Church of Honolulu; president, G. L. Pearson; secretary, H. Kihara.]

Date of destruction by fire, January 20, 1900.	
Location of buildings, river at Waikiki side, between Beretania and Kukui street	
Description of buildings, one church, wooden, one story, 30 by 55 feet, partitioned into three rooms by folding doors. One dwelling house (parsonage), one story, by 48 feet; bathroom attached; veranda one side, wood, 5 feet wide. Small frame outbuilding, water-closet. Fence, 50 pickets; about 150 feet common board fence.	
Cost of these buildings:	
Church and fixtures.....	\$2,100
Parsonage and fixtures.....	500
Fence and water-closet.....	100
	2,600
Claim.....	2,600

SCHEDULE C.

Date of construction of buildings: Church, July–August, 1898; parsonage, November and December, 1898; owner of lot, Japanese Methodist Episcopal Church; owners, claimants are the owners; insurance, Union Insurance Society of London; amount of policy, \$1,500, church building; \$250, parsonage; total, \$1,750.

STATEMENT OF CLAIM.

The Japanese Methodist Episcopal Church, a corporation organized and existing under and by virtue of the laws of the Territory of Hawaii, respectfully presents this statement of claim and alleges: That its principal place of business is at Honolulu, island of Oahu, Territory of Hawaii; that it was the sole owner on the date herein after specified of the effects and property set forth in the schedules hereto attached marked exhibits A, B, and C*; that the value of said property at its cost price is set fourth upon said schedules opposite the items thereof; that the said property and effects were lost by total destruction by fire on the 20th day of January, 1900, and that no part thereof was saved; that said fire occurred, as claimant is informed and believes, by order of the board of health in the suppression of bubonic plague; that the nature of the property lost is fully set forth in said schedules; that said property was situated at the time of said loss in wooden church and parsonage building on River street, in said Honolulu.

That said loss consisted in part of the destruction of the building more particularly described in Schedule C; that the name of the owner of the land whereon said building stood is Japanese Methodist Episcopal Church, and the nature and interest of this claimant in said building, owner of ground and buildings.

That said property was insured, for church \$1,500, parsonage \$250, in the name of claimant, and none of said insurance has been paid by Union Insurance Society of London, the insurer thereof.

That the foregoing statement of claim and schedules hereto attached do not include any claims for speculative or consequential damages, or for loss of rent, or for use of property, or for loss of profits through the interruption of business, nor any loss except the destruction of or direct damage to said property by fire or removal under the order or direction of the board of health as aforesaid.

H. KIAHARA, *Secretary*.

TERRITORY OF HAWAII,
Island of Oahu, ss.

H. Kihara, being first duly sworn, says that he is an officer of the Japanese Methodist Episcopal Church, the above-named corporation, to wit, secretary thereof; that he knows the contents of the foregoing statement of claim and of the schedules thereto attached, and that the same are true of his own knowledge and belief, and as to the statements of others he believes them to be true.

H. KIHARA, *Secretary*.

Subscribed and sworn to before me this 27th day of May, A. D. 1901.

J. M. RIGGS, *Clerk*.

*RULE XIV. In order to facilitate business, claimants are directed to present claims for losses of merchandise, goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof, upon a schedule to be marked Exhibit A, and all claims for losses for personal belongings, jewelry, household furnishings, and other chattels upon a schedule to be marked B, and for all losses appertaining to buildings or building fixtures upon a schedule to be marked Exhibit C.

[Endorsed.]

No. 7. Fire Claim Commission. Claim of Japanese Methodist Episcopal Church, a corporation. Amount, \$3,097.70. Filed May 27, 1901 at 11.25 a. m. J. M. Riggs, clerk. Presented by Kinney Ballou & McClanahan, attorneys.

I do hereby certify that the foregoing is a full, true, and correct copy of my shorthand notes, taken by me at the hearing as above, before the fire claims commission.

C. F. REYNOLDS,
Official Reporter.

Subscribed and sworn to before me this 11th day of October, A. D. 1902.

H. C. CARTER,
Notary Public, First Judicial Circuit.

[SEAL.]

EXHIBIT No. —.

Before the Fire Claims Commission, claim of Choy Chin, No. 10.

HONOLULU, HAWAII,
Friday, July 26, 1901, 10 a. m.

Commission all present with the exception of Mr. Testa.

Appearances: Mr. F. M. Brooks for claimant, Mr. Ed. Douthitt for the Government.

CHOY CHIN, claimant, being first duly sworn, testified as follows:

Mr. BROOKS. What is your name?

A. My name is Choy Chin.

Q. How long have you been in this country?—A. About twelve

Q. What is your occupation?—A. My occupation at the time of the fire January 20, 1900, was storekeeper.

Q. Where did you live at that time?—A. I lived on Maunakea, in the rear of Chong Gan Chee.

Q. You lived then in the store of Charles Ah Foo?—A. Yes.

Q. You have presented a claim here for personal effects that were lost; were they lost in the big fire of January 20, 1900?—A. Yes.

Q. This claim that you presented is for \$103.06; is that correct?—A. Yes.

Q. I notice that you have a dictionary at the bottom of the first page \$3, and one dictionary \$5. What did that three-dollar-dictionary cost?—A. Five dollars; I have asked \$3; and the one I asked \$5 for cost me \$7 for it.

Q. Did you lose all these personal effects in your claim in the fire?—A. Yes.

Q. Was there any insurance on this stuff?—A. No.

Q. Were any of these goods recovered that you ask for?—A. Nothing.

Q. As to the different articles besides the dictionaries, what prices have you placed—first cost price or less than cost price?—A. All cost price.

Q. You put it in at the price it was bought?—A. Yes.

Q. What was the condition of these goods as to being worn or otherwise as compared with them when you bought them?—A. All good condition.

Cross-examination:

Mr. DOUTHITT. Have you allowed any reduction for the use, wear and tear of these different articles?

A. Besides the dictionaries every article was marked cost price.

Q. How long did he have these articles?—A. Several of these items are new.

Q. But how long had he had most of these articles?—A. The longest I have is about a year.

Q. Is he a married man?—A. No.

Q. Was this claim submitted to the Chinese consul?—A. I filed with the United Chinese Society, but I withdrew it and filed it myself. Proceedings here closed.

EXHIBIT B.—Choy Chin, of Charles Ah Foo & Co.

1 single iron bed	\$6. 00
1 mattress	1. 25
2 sheets	1. 00
1 wool pillow	2. 00
1 red blanket	9. 00
1 mosquito net	2. 75
2 pairs colored woolen pants	11. 00
1 Chinese style woolen coat	5. 00
1 woolen coat	8. 00
1 dozen undershirts	2. 40
4 pairs drawers	1. 60
8 shirts	6. 00
1 dozen neckties	1. 20
1 pair brown shoes	4. 50
1 pair black shoes	4. 00
1 pair congress shoes	2. 25
1 pair storm slippers	1. 00
1 dozen black socks	1. 25
1 umbrella	2. 00
1 straw hat	1. 75
1 leather trunk	2. 50
2 Chinese style silk coats	6. 00
2 pairs Chinese style silk trousers	4. 40
1 Chinese accordion	5. 00
1 pair Chinese satin shoes	1. 25
1 Mr. Chuck's English and Chinese dictionary	3. 00
1 Mr. Kong's English and Chinese dictionary	5. 00
1 common school dictionary	1. 25
1 high school dictionary	1. 25
Total	103. 60

STATEMENT OF CLAIM.

Choy Chin, the undersigned, claimant, respectfully represents that he is a resident of Honolulu, H. I.; that on the date of the loss hereinafter specified he was the sole owner of the effects and property set forth in the schedules hereto attached, marked Exhibits A, B, and C.; that the value of said property at its cost price is set forth upon said schedules opposite the items thereof; that said property and effects were lost by total destruction by fire on the 20th day of January, 1900, and that no part thereof was saved; that said fire occurred, as claimant is informed and believes, by order of the board of health in the suppression of bubonic plague; that the nature of the property lost is fully set forth in said schedules; that said property was situated at the time of said loss in that stone building on Maunakea street, block 13, in said Honolulu, Territory of Hawaii. * * *

That the foregoing statement of claim and schedules hereto attached do not include any claims for speculative or consequential damages, or for loss of rent, or for use of property, or for loss of profits through the interruption of business, or for any loss except the destruction of or direct damage to said property by fire or removal under the order or direction of the board of health as aforesaid.

CHOY CHIN.

TERRITORY OF HAWAII,
Island of Oahu, ss:

Choy Chin, being first duly sworn, says that he is the claimant above named; that he knows the contents of the foregoing statement of claim

and of the schedules thereto attached, and that the same are true of his own knowledge, except as to such matters stated on information and belief, and as to those matters he believes them to be true.

CHOY CHIN.

Subscribed and sworn to before me this 27th day of May, A. D. 1901.

[SEAL.]

F. M. BROOKS,
Notary Public.

* RULE XIV.—In order to facilitate business, claimants are directed to present claims for losses of merchandise, goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof, upon a schedule to be marked "Exhibit A," and all claims for losses of personal belongings, jewelry, house furnishings, and other chattels upon a schedule to be marked "Exhibit B," and for all losses appertaining to buildings or of building fixtures upon a schedule to be marked "Exhibit C."

[Indorsement.]

No. 10. Fire Claims Commission. Claim of Choy Chin. Amount. \$103.60. Filed, May 27, 1901, at 1.55 o'clock p. m. J. M. Riggs, Clerk. Presented by F. M. Brooks, Attorney.

HONOLULU, HAWAII, *October 11, 1902.*

I hereby certify that the foregoing typewritten matter is a full and true copy of my shorthand notes of the testimony given and proceedings had, before the Fire Claims Commission, in the matter of Choy Chin, Claim No. 10, at the place and on the dates therein mentioned, and transcribed by me.

And that the exhibits hereto attached are true copies of the originals on file with Fire Claims Commission.

P. MAURICE McMAHON,
Ex-Official Stenographer, Fire Claims Commission.

Subscribed and sworn to before me this 14th day of October, A. D., 1902.

[SEAL.]

H. C. CARTER,
Notary Public, First Judicial Circuit.

EXHIBIT No. —.

Fire Claims Commission, claim of S. Ozaki, assignee of Murashige Yoshisuke, No. 20.

Witness sworn.

Mr. BIGELOW. Your name is Murashige?

A. Yes, sir.

Q. You are the claimant in this case against the government for stock destroyed by fire?—A. Yes, sir.

Q. What is your business, what was your business at the time of this claim?—A. Driver.

Q. Then the statement down here that you were a merchant is a mistake—is that correct?—A. No; originally my trade in Japan was a

merchant, and when I was asked by the consul what was my trade, I said merchant.

Q. Where were you living at the time of the fire?—A. Near the Kamakaupili Church in the lodging house—No. 9 lodging house.

Q. What day was your property destroyed, do you know? Big fire, was it?—A. I was sent out to the Kalihi detention camp on the 18th of January, and after that the big fire of the 20th destroyed my property.

Q. Where was it, in the lodging house—his property?—A. I packed everything and carried it to the sidewalk—packed up everything and carried it out to the sidewalk.

Q. Fix the values here and we will take the different heads. First, household furniture and utensils — Were they valued at the time of the fire at the cost price?—A. It was not the cost price; I made a deduction for wear and tear.

Q. And as to the articles in the first column?—A. Yes, sir; everything.

Q. Now about this lot that you have under the head of clothing, did you fix the cost price there, or the value at the time of the fire?—A. All those things which I wear I made allowance so much, but the new things I just put down cost price.

Q. The goods that you wore you say you made an allowance? Is that what you said?—A. Yes; that is what I said.

Q. Are you a married man?—A. I have family—wife and children.

Q. Has your wife put in a separate claim for property destroyed?—A. No, sir; one claim.

Q. Then these different holukus belonged to your wife?—A. Yes, sir.

Q. Now these last things here, property not included in this schedule, what was your figure there, the value of the property at the time of the fire or its cost to you?—A. The value at the time of the fire.

Q. Did you purchase any of these goods in Japan before you came here?—A. Yes, sir.

Q. Well, in regard to those, have you put down their value in yens or their value in dollars? (To the interpreter: Explain it to him and see if he put down 6 yens or \$6.)—A. When it says \$6, I paid 6 yens in Japan.

Now just insert that.

Q. You have down here 6 kimonos, \$9.25. How much did you pay for them in Japan, if you bought them in Japan?—A. Those kimonos—different prices, but total 20 yen.

Q. Now, how about this last item here of property not included in the schedule, did you fix that at the cost price or value at the time of the fire?—A. Value at the time of the fire.

Q. Have you submitted your claim to the Japanese consul?—A. Yes, sir.

Q. Did you submit it promptly?—A. I presented this claim when I was in the detention camp.

Q. Sent it up to the consul?—A. Yes, sir.

Q. Have you sworn to it before him? Do you know that you are likely to be punished if you swore falsely to that claim?—A. I do; yes, sir.

Mr. DUNNE. What were the articles that you bought over in Japan enumerated in this claim? Say, take for example, 3 kimonos, and

then I see 6 kimonos, carried out in full, \$13.50. How much did you pay for them in Japan?—A. About 27 yen.

JUDGE. Do you remember how many kimonos you had at the time of the fire?

A. It is pretty hard to answer; I hardly know; it is a long time ago.

Q. Did he have about 30 kimonos?—A. No; not so many.

Mr. DUNNE. Did you count the kimonos when you took them out by order of the board of health and dumped them on the sidewalk?

A. Yes; I made such a list before I depart from the house, before I was taken to the detention camp, such a list, but it was taken by the board of health officers.

Mr. DUNNE. Did he put down the values on that list?—A. No, sir.

Q. He just put down the articles and the value was a matter of after consideration?—A. Yes, sir.

JUDGE. I want to get at these kimonos; how many do you think you had?—A. Eighteen or 20; but I am not sure.

Q. How much of a family had you prior to this fire?—A. Three—wife and one child.

Q. The child has no kimonos?—A. No.

Q. In looking over your list we note that you have made a claim for 32 kimonos, is not that a mistake? You may have 18, but you are sure in your own mind that you did not have as many as that—two dozen?

(To the interpreter: Ask him that.)

A. I can not tell; about 18 or 20, something like that.

Q. It was not more than two dozen?—A. When I made out this list the consul and my wife helped me, but just how many I can not tell.

Q. Now those kimonos, can you tell how many were on the sidewalk?—A. I think about 6.

Mr. DUNNE. Have you got that memorandum you made at the time—the memorandum of these different articles at the time they were taken from the house and put on the sidewalk?—A. No; it was taken away.

Q. I know the articles were taken away, but the memorandum?—

A. The memorandum was taken away by the board of health.

Mr. L——. In counting the kimonos, does he understand it is for the family or for him?

A. The whole family.

JUDGE. About how many kimonos had you?

A. Me and my wife had 7 or 8 apiece, but I can not tell about the child how many.

Mr. DUNNE. There was only one child at the time of the fire; how many kimonos did the child have?

The INTERPRETER. He says he can not tell.

Mr. BIGELOW. At the time you made out this consular list, you had your list of wearing apparel, etc., apparently fresh in your mind, did you not?

A. I had, as I said before, no memorandum; it was taken away by the board of health, so the consul and my wife and I together made the list.

Q. Well, at the time you made out this list, did you consider you set down the kimonos correctly?—A. It was all correct.

Q. In stating that you had about 20 or 24, you are depending on your memory, are you not?—A. It is only my memory.

Q. Have you thought about this matter particularly since you filed your claim with the consul?—A. No, never thought of it; overlooked it; just filed the claim and let it go.

Mr. PRATT. Was it changed by the consul?

A. No, sir.

Q. In no way was it changed as to values on the goods?—A. No, sir.

Q. How long had you been in this country at the time of the fire?—

A. I arrived here January 1, 1899.

Q. Came to this country on January 1, 1899?—A. Just a year before the fire.

Q. How long has your wife been here?—A. Same time.

Q. How much money had you when you came here?—A. I had \$50; a trifle over \$50.

Q. And were you working all the time you have been here?—A. Yes, sir; working all the time.

Q. How much were you getting a month?—A. I used to make \$25 to \$26 a month.

Q. What did it cost you to live?—A. \$12 or \$13.

Q. Well, you saved about \$12 a month?—A. Yes; about that.

Q. And did your wife work and earn money?—A. Yes, sir.

Q. What did she earn?—A. She used to make \$5 or \$6 a month.

Q. How old was the child?—A. A little over 2 years at the time of the fire.

Mr. BIGELOW. Did you bring most of your clothing from Japan with you, or buy it here?—A. Almost all the kimonos I brought from Japan.

Mr. PRATT. Well, here is a suit of clothes, \$15; where did you buy that?—A. I bought it in this country.

Q. And where did you buy the mosquito nets?—A. One I bought in this country and the other in Japan.

Mr. BIGELOW. And how about the obi (sash)?

Mr. DUNNE. And you have a black suit of clothes; where did you get them?—A. In this country.

Mr. PRATT. And blankets, best quality; where did you get them?—A. One I bought in this country.

Q. And the other two?—A. I bought them in Japan.

Q. The mattresses?—A. From Japan, sir.

Mr. DUNNE. How long did you have the blankets before the fire—the blankets, “best quality,” \$6.50?—A. Three or four months before the fire.

Q. How much did you pay for them?—A. I believe it was \$8.50.

Q. \$8.50; well, then, you allowed \$2 for wear and tear?—A. Yes, sir; \$2, because I used them.

Mr. PRATT. Did you have any money in your possession when you went to the detention camp? How much money did you have in your possession?—A. Very little; just a trifle over \$1—\$1.40 or \$1.50.

JUDGE. Do you know where these goods were taken to?—A. I do not know, sir; I was taken to the detention camp and I left all these things under the care of the board of health. I do not know where they went.

Q. Were any of these articles returned to you?—A. Nothing was returned.

Mr. DUNNE. Did you ever seek to remove them from the board of health, or find out what had been done with them?—A. I went to the warehouse to find out about my things, but there was none for me.

Mr. PRATT. Where is your wife now?—A. At home.

Q. Living now in Kalihi?—A. Yes, sir.

I do hereby certify that the foregoing is a full, true, and correct copy of my shorthand notes taken by me at the hearing as above before the fire claims commission.

LELLA SPENCE,
Official Reporter.

Subscribed and sworn to before me this 13th day of October, A. D. 1902.

H. C. CARTER,
Notary Public, First Judicial Circuit.

No. 20.—Name, Murashige Yoshisuke; age, 24; occupation, merchant; district 15, Beretania street; date of destruction by fire, January 20, 1900; house and fixtures.

Household furniture and utensils:	
1 lamp	\$0. 75
1 pan.....	. 75
1 cake pan .....	. 25
1 pan.....	. 80
1 teapot .....	. 50
1 bucket.....	. 35
1 basin .....	. 50
7 bowls.....	. 35
1 set wooden bowl.....	. 40
1 oil stove	2. 00
1 washing basin	1. 25
1 broom .....	. 25
	<hr/>
	\$8. 15
Clothing:	
1 large mattress	4. 50
1 small mattress.....	3. 00
2 blankets	5. 00
1 blanket, best quality.....	6. 50
1 Jap. quilt	2. 00
2 sheets	1. 50
2 mosquito netting	5. 00
6 white coats.....	9. 00
1 suit of clothes	15. 00
1 suit of black.....	9. 50
7 pairs pants	9. 50
12 shirts	9. 00
6 kimonos	9. 25
3 kimonos, with lining	7. 50
1 Jap. sash (silk crepe).....	4. 50
8 undershirts	2. 00
6 underpants.....	2. 40
2 silk kimonos	6. 00
3 pairs cotton	4. 50
3 kimonos—6 kimonos.....	13. 50
1 over kimono and 2 silk obi.....	13. 50
3 Jap. sashes and 3 holokus.....	4. 50
2 silk kimonos and 2 kimonos.....	15. 00
2 kimono (overcoat and 7 kimonos)	10. 75
7 holokus.....	3. 50
	<hr/>
	178. 40
Jewelry of all kinds: 1 clock	1. 50
Property not included in this schedule:	
1 cash box, \$3; 1 iron, \$0.70; 50 napkins, \$5	8. 70
2 belts, \$1.50; 1 pair suspenders, \$0.75.....	2. 25
2 hats, \$2.50; 2 pairs shoes, \$4.75.....	7. 25
2 pairs wooden shoes, \$0.70; 2 pairs shoes, \$2; 2 hats, \$1.50.....	4. 20
2 Japanese baskets	3. 00
	<hr/>
	25. 40
Total	<hr/> 211. 45

STATEMENT OF CLAIM.

S. Ozaki, the undersigned assignee of Murashige Yoshisuke, claimant, respectfully represents that he is a resident of Honolulu, Hawaii; that on the date of the loss hereinafter specified claimant was the sole owner of the effects and property set forth in the schedules hereto attached, marked Exhibits A, B, and C;* that the value of said property at its cost price is set forth upon said schedules opposite the items thereof; that said property and effects were lost by total destruction by fire on the 20th day of January, 1900, and that no part thereof was saved; that the said fire occurred, as claimant is informed and believes, by order of the board of health in the suppression of bubonic plague; that the nature of the property lost is fully set forth in said schedules; that said property was situated, at the time of said loss, in wooden building on Beretania street, in said Honolulu, Territory of Hawaii; that said loss consisted in part of the destruction of the building more particularly described in Exhibit C; that the name of the owner of the land whereon said building stood is _____, and the nature of the interest of this claimant in said building is _____; that said property was insured for _____ dollars in the name of _____, and _____ dollars of said insurance has been paid by _____ company, the insurer thereof.

That the foregoing statement of claim and schedules hereto attached do not include any claims for speculative or consequential damages, or for loss of rent, or for use of property, or for loss of profits through the interruption of business, nor any loss except the destruction of or direct damage to said property by fire or removal under the order or direction of the board of health as aforesaid.

S. OZAKI, *Assignee.*

TERRITORY OF HAWAII,
Island of Oahu, ss:

S. Ozaki, being first duly sworn, says that he is assignee of the above-named claimant thereof; that he knows the contents of the foregoing statement of claim and of the schedules thereto attached, and that the same are true of his own knowledge, except as to such matters stated on information and belief, and as to those matters he believes them to be true.

S. OZAKI, *Assignee.*

Subscribed and sworn to before me this 27th day of May, A. D. 1901.

EDMUND H. HART,
Notary Public, First Judicial Circuit.

* **RULE XIV.** In order to facilitate business, claimants are directed to present claims for losses of merchandise, goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof, upon a schedule to be marked "Exhibit A;" and all claims for losses of personal belongings, jewelry, house furnishings, and other chattels upon a schedule to be marked "Exhibit B;" and for all losses appertaining to buildings or of building fixtures upon a schedule to be marked "Exhibit C."

[Indorsement.]

No. 20. Fire claims commission. Claim of S. Ozaki, assignee of Murashige Yoashisuke. Amount, \$211.45. Filed May 27, 1901, at 2.35 o'clock p. m. J. M. Riggs, clerk. Presented by Kinney, Ballou & McClanahan, attorneys.

EXHIBIT No. —.

CLAIM OF C. SHIGEMI, NO. 30.

Fire claims commission, Territory of Hawaii. Claim of C. Shigemi, No. 30.

The hearing of this claim having been set for this the 12th day of July, A. D. 1901, before the commission, the following proceedings were had:

The following counsel appearing: H. A. Bigelow, esq., for claimant: J. J. Dunne, esq., for the government.

The full commission, presiding.

C. SHIGEMI, called and sworn for claimant.

Mr. BIGELOW. You are the claimant in this case?

A. Yes, sir.

Q. You have presented a claim against the Government for property destroyed by the fire?—A. Yes, sir.

Q. What is your business?—A. Domestic servant.

Q. You have filed down here as a laborer?—A. Yes, sir.

Q. Why did you put it down that way?—A. At the time I filed this claim I had no occupation whatever. You asked what my business was and I said whatever work I could get to do, and probably you put me down as a laborer. Since then I am working as a household servant.

Q. Where were you living at the time of the fire?—A. On Beretania street, just the other side of the Kaumapili church. There is a lodging house that I was occupying—one of those rooms.

Q. On the mauka or makai side of the street?—A. On the makai side of the street.

Q. Just opposite the church—is that it?—A. Yes, sir; on the opposite side of the street.

Q. Do you know what block you were in—what was the number of the block?—A. I don't know, sir.

Q. Who owned the lodging house that you lodged at?—A. It was the lodging house of Yaumara, kept by a Japanese.

Q. What is the date of the destruction of your property?—A. I was sent to the detention camp on the 13th of January.

Q. So this thing happened during your absence?—A. Yes, sir; it happened during my absence; but I am informed by the newspaper that this thing happened, that this place was burned, on the 17th of January.

Q. What did you do with your things before you went away?—A. I took everything before I left there; I put my things inside of one of the boxes that I got from a Chinese store and two Chinese trunks.

Q. So you had four bundles?—A. Four pieces together; in fact, I was compelled to leave them there.

Q. Where did you leave them?—A. I was told to carry them out onto the sidewalk, right in front of the lodging house; the understanding was that it would be put in the Kaumapili church.

Q. And you carried them under the orders of the board of health by whom you were told?—A. By the order of the board of health.

Q. Now, after you got out of the camp, did you get back any of your things—any of your boxes?—A. I received back out of the four, three pieces.

Q. Now, what is this list here?—A. That was the things contained in one box which was missing, and also the things which were missing from the original boxes—all three boxes; that is, I put something in each, and that is what was missing when I examined.

Q. In other words, you have not charged up here anything which you got back from the warehouse; is that correct?—A. When I sent in the claim to the consul—the original claim—everything was entered up; after I came out from the detention camp, after I received those things back, the consulate canceled all of those claims what is there, and they are still missing at the present time.

Q. Is that the claim that you presented to the consulate?—A. That has my signature. This handwriting is not mine; I had somebody copy it for me.

Q. That is your signature and seal?—A. Yes, sir.

Q. Did you swear to that before the consulate?—A. Yes, sir.

Q. Did you know at the time you swore to it, when you made the statement, and if it was false, that you were committing perjury before the Japanese Government?—A. Yes, sir.

Q. In stating generally the values that you have set opposite these articles in this list, did you set down the value at the time of the fire—that is, I am asking as to the cost price?—A. That is all cost price, that is all cost price; I am just from Japan, and those things were mostly got in Japan. I just made the exchange, whatever it cost. If the thing cost me 2 yen I put it down \$1 to make it American gold.

Q. When did you come from Japan?—A. The cost price what I paid in Japan and what the things cost.

Q. A thing that cost 2 yen, you made it \$1 when you arrived here?—A. That is the exchange for American gold.

Q. When did you come from Japan?—A. I arrived here on the 29th of November, 1899.

Q. Shortly before the fire?—A. Yes, sir.

Q. How long had you these goods that you brought from Japan?—A. When I left my country I prepared for the voyage, so I bought all of these things, and I stopped in Kobe about forty days on account of the steamer—waiting for the steamer—and it was during those forty days; some of those things I had used, but the most of them were new.

Q. They were all practically new except for the forty days you were in the bay of Kobe?—A. Yes, sir.

Cross-examination:

Mr. DUNNE. Where did you buy these medicines?

A. In my country.

Q. Were you well or ill when you left Japan?—A. I have a certain chronic disease; I used to be in the care of a physician, and in Japan I bought those goods.

Q. Well, I don't mean to ask an impertinent question, but I find here an item, the last item of the account; now, this cash here, was that in coin or paper?—A. That was cash—\$8, American money, one \$5 gold piece and three \$1 pieces and one Japanese coin, 1 yen.

Q. So that really ought to be \$8.50. I see an entry here of six books, \$3.50; what kind of books were they?—A. That must be a

mistake; my original claim was \$3.50, and I got one book back, \$1.50, and so in the consulate they put it at \$2.

Q. Did you get this one book back at the same time you got the other?—A. Yes, sir; I found out many things which I got back from the warehouse.

Q. I notice an item, one valise, \$4.50. How much did you pay for that as a fact?—A. I bought that in Japan, 9 yen.

Q. Is this the same valise that you used all the way across?—A. Yes, sir; that was the container for the goods that I brought from Japan.

Q. How long had you been using that valise altogether before the time that you lost it?—A. I spent forty days in Kobe, and the trip cost me about \$25, so that I had about \$65 or \$70 after I bought that.

Q. Don't you think a couple of months' use of this valise would reduce its value somewhat?—A. Yes, sir; I understand when I want to sell it there will be so much cut down for using it. When I put down those goods I put down the same thing I paid—the same price—and I naturally thought—

Q. There is an item of 11 pounds of tobacco; did you buy that in Japan?—A. Yes, sir.

Q. What did you pay for it?—A. I can't tell exactly what.

Q. Well, did you pay any duty on it when you came here?—A. No, sir; nobody asked me for it.

Q. What kind of tobacco was that?—A. It was No. 1 tobacco in Japan.

Q. How do you know that you had 11 pounds of tobacco when you made this inventory?—A. Before I left Japan I had bought 15 pounds—15 packages, and each package contained 1 pound—and at the time of the fire there was 11 packages left, making 11 pounds.

Q. Did you make that memorandum down at the detention camp?—A. Yes, sir; inside of the detention camp.

Q. What did these medicines consist of?—A. There was some medicines, bottled medicine that was furnished by my physician in Japan; mostly those medicines were patented medicines that I bought in Japan.

Q. Why did you buy so much medicine as \$12.50?—A. I have chronic disease, and I always had a doctor attending me before I left my home, and the doctor furnished me with this seven weeks' medicine; for each week I had to pay \$1.50, and I used one week's medicine and there was six weeks' left, which I brought here, which is the most of the items there.

Q. Then you did not use any of the medicines after you left Kobe, hey?—A. During my stay at Kobe I found out that I was improving after getting on the steamer, although I was sick I wasn't sea sick, and I wasn't where I would use the medicine.

Q. Didn't you use any here in Honolulu?—A. Afterwards I have been improving; one day after I got here I have good health and never use it.

Mr. PRATT. You had no need for the medicine at the time of the fire?

A. No, sir.

Q. You found the best effects; you imported that medicine directly from Japan; it is Japanese medicine?—A. Yes, sir.

Q. Japanese patented medicine?—A. Yes, sir.

Q. You were out of the quarantine district at the time of the fire? You packed up your goods and left the house?—A. Yes, sir.

Q. Did you make a memorandum of the goods at the time they were packed?—A. No, sir.

The CHAIRMAN. Did the consul ask you anything about these items of medicine?—A. No, sir.

Q. Did he interrogate you as to any item in the schedule?—A. I was asked on several items, and the consul told me that there was nothing that was not true, and he said that the whole thing would be canceled if I swore to anything in it that was not true.

Q. When did you come out of the detention camp?—A. The 7th of April, 1900.

Q. Do you know as a matter of fact whether those goods were in the big fire—were destroyed in the big fire of January 17?—A. As I told you, I saw in the newspaper that the place was burned on the 17th by order of the board of health. There was friends that were burned out on the 20th of January that came to the detention camp, and they told me that the fire was burned on the 17th.

Mr. LOVEKIN. I know that there was a sanitary fire on that block—that is, on the Ewa side of Smith street. There was premises up there some time before the big fire, but there was one, the sanitary fire.

Q. (To the witness.) Are you positive it was on the 13th that you went to the detention camp?—A. Yes, sir; certain, sure; there was quite a number of people burned out the same day that came out that can testify to it.

Q. Where was his place?—A. Just opposite to the Kaumapili church on the corner of Smith street and Beretania street, in this block; belonged to this block.

Q. What was it on the Ewa side, the mouka side, below and above the church?—A. It is away—farther away this way. From the corner of Smith and Beretania, fourth house Ewa.

Q. Right in front of the Kaumapili church?—A. Yes, sir; and the fourth house from the corner of Smith street.

Q. Two-story house?—A. Yes, sir.

Q. Alongside of you was a little, small lane; alongside of the house that you lived in there was a little lane?—A. Yes, sir; just alongside of it.

Q. What paper did you see it in that that fire took place on the 7th?—A. In the Advertiser paper.

Q. That place wasn't destroyed by any sanitary fire up to the 10th?—A. Then that must be a mistake in the paper. From that paper I read it that it was on the 17th; that was in the newspaper.

Q. Is that all that you have been basing your statement on, on the newspaper?—A. And a friend from the quarantine district told me.

Q. Well, then you mean to have your statement go in as January 10 instead of the 17th?—A. That may be. Word was carried to the detention camp. All that I testified to was hearsay; I can't tell you.

Q. Then, with the permission of the commissioners, I will change from the 17th to the 20th.

The CHAIRMAN. That is immaterial. We know that it was destroyed.

SCHEDULE B.

No. 51; name, Shigemi Chutaro; age, 29; occupation, laborer; district, block 9; date of destruction by fire, January 17, 1900; house and fixtures.

Cash	\$9.00
Household furniture and utensils.	
Clothing.....	1.20
2 pairs pants	2.50
1 blanket .....	.25
Jewelry of all kinds.	
Property.	
Medicines.....	12.40
1 hat .....	.45
1 valise	4.50
1 purse	1.25
3 pass books .....	.25
6 books.....	3.50
300 Jap. paper.....	.70
2 pairs clogs	1.50
1 looking-glass .....	.35
11 pounds tobacco	5.50
200 Jap. paper.....	.75
1 umbrella.....	2.50

Fire-Claims Commission—Statement of claim.

S. Ozaki, the undersigned, assignee of Shigemi Chutaro, claimant, respectfully represents that he is a resident of Honolulu, H. I.

That on the date of the loss hereinafter specified he was the sole owner of the effects and property set forth in the schedules hereto attached, marked Exhibits B and —; that the value of said property at its cost price is set forth upon said schedule opposite the items thereof; that said property and effects were lost by total destruction by fire on the 17th day of January, 1900, and that no part thereof was saved; that said fire occurred, as claimant is informed and believes, by order of the board of health in the suppression of bubonic plague; that the nature of the property lost is fully set forth in said schedule; that said property was situated at the time of said loss in a wooden building, on sanitary district No. 9, in said Honolulu, Territory of Hawaii.

That the foregoing statement of claim and schedules hereto attached do not include any claims for speculative or consequential damages, or for loss of rent, or for use of property, or for the loss of profits through the interruption of business, nor any loss except the destruction of or direct damage to said property by fire or removal under the order or direction of the board of health as aforesaid.

S. OZAKI.

TERRITORY OF HAWAII, *Island of Oahu*, ss:

S. Ozaki, being first duly sworn, says that he is the assignee of Shigemi Chutaro, the above-named claimant there; that he knows the contents of the claim and of the schedules thereto attached, and that the same are true of his own knowledge, except as to the matters stated on information and belief, and as to those matters he believes them to be true.

S. OZAKI.

Subscribed and sworn to before me this 27th day of May, A. D. 1901.

EDMOND H. HART,
Notary Public, First Judicial Circuit.

RULE XIV.—In order to facilitate business, claimants are directed to present claims for losses of merchandise, goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof, upon a schedule to be marked "Exhibit A," and all claims for losses of personal belongings, jewelry, house furnishings, and other chattels upon a schedule to be marked "Exhibit B," and for all losses appertaining to buildings or of building fixtures upon a schedule to be marked "Exhibit C."

(Indorsed:) No. 30. Fire-claims commission. Claim of S. Ozaki (assignee of Shigemi Chutaro). Amount, \$47.10. Filed May 27, 1901, at 2.35 o'clock p. m. J. M. Riggs, clerk. Presented by Kinney, Ballou & McClanahan, attorneys.

I do hereby certify that the foregoing is a full, true, and correct copy of my short handnotes, taken by me at the hearing, as above, before the fire-claims commission.

C. F. REYNOLDS,
Official Reporter.

Subscribed and sworn to before me this 11th day of October, A. D. 1902.

[SEAL.]

H. C. CARTER,
Notary Public, First Judicial Circuit.

EXHIBIT No. —.

Before the Fire Claims Commission, Honolulu, H. T. Claim No. 70.

FRIDAY, *July 26, 1901—2 p. m.*

Commission all present.

Appearances: Mr. Philip Weaver for claimant; Mr. Ed. Douthitt for the Government.

W. H. Hoogs, being first duly sworn on behalf of claimant, testified as follows:

Mr. WEAVER. Mr. Hoogs, are you one of the partners of Hoogs & Weaver?

A. Unfortunately I am; it is a partnership with yourself.

Q. Did that partnership own a building on the corner of South and Chamberlain, destroyed February 15, 1900?—A. It did.

Q. What happened to that building on or about February 15, 1900?—A. It was burned down by order of the board of health.

Q. In the suppression of the bubonic plague?—A. Yes; so Dr. Hoffman informed me.

Q. Did you have in your claim a description of this building? Is that a correct description [showing witness paper]?—A. Yes.

Q. Did you take this description from the specifications used in constructing the building?—A. Yes.

Q. While the building was being constructed did you examine the premises?—A. I did.

Q. Was this building constructed according to the specifications?—A. It was.

Q. Did you go there frequently?—A. Four times every day.

Q. And these specifications represent the structure of the building?—A. Yes.

Q. You have stated this building is located on a certain fire map.—A. [No answer.]

Q. You have attached to this complaint a diagram of this building. Is that correct?—A. Yes.

Q. You have a side elevation. Was the building constructed according to that elevation?—A. It was.

Q. What was that building worth when it was destroyed?—A. I should say it was worth what it cost, \$6,000, if not more. The building was about a year old; it had been occupied, I think, about nine months; it was in splendid condition; the paint and everything was in first-class shape.

Q. Had you the privies and everything in good sanitary condition?—A. Yes; everything.

Q. Was it a fact you got all the privies renewed when the health board was calling attention to the condition of things in Honolulu?—A. Yes.

Q. And that thereafter the privies were cleaned out?—A. We compelled the lessee to do all that in his lease.

Q. Will you mark in the diagram—this marked “closet” is the privy you refer to?—A. Yes.

Q. And this square marked “bath,” is that in good condition?—A. Yes.

Q. And the cook house; wasn't that a newer addition to the building itself?—A. Yes; it was put up afterwards.

Q. And in your claim you estimate this, the cook house, you estimate about \$95?—A. Something less than \$100.

Q. And the plumbing extras, stoves, windows, etc., \$75?—A. Yes.

Q. This building was insured in the Lion Fire Insurance Company?—A. Yes; for \$2,500, and two companies of Gear-Lansing. I don't remember the names now.

Q. You have stated Norwich Union Fire and the Greenwich Fire?—A. Yes; I guess it is. It is Gear-Lansing.

Q. Did you make claim for insurance in these three companies?—A. No, sir.

Q. Did I make a claim for you?—A. No, sir.

Q. Was there any money paid that you know of on account of this insurance?—A. Not that I know of.

Mr. DOUTHITT. The Lion Fire Insurance Company is for \$2,500!

A. Yes; \$1,250 in each of those others.

(Mr. Weaver here exhibits to the board Lion Fire Insurance policy.)

Mr. WEAVER. To whom did you leave the legal matters regarding this insurance?

A. To yourself.

Mr. MACFARLAND (chairman of board). Who is this land leased from?

A. From W. R. Castle, I believe, as trustee for a native.

Mr. WEAVER. You say in your claim that this land is situated—this building situated—that royal patent No. 2691. Is that correct?

A. Yes; that is correct.

Q. And this land was leased from W. R. Castle, trustee for Leialoha Ai?—A. Yes; that is right.

Q. This deed was dated the 16th of November, 1896, according to your schedule?—A. Yes; that is right.

Q. It was leased to Hoogs & Weaver March 15, 1898?—A. Yes.

Q. Recorded in book 175, at page 374?—A. Yes.

Q. When you made up this schedule you compared this?—A. Yes, and is correct.

Q. At a ground rental of \$12.50 a month?—A. Yes; that is right.

Mr. F. J. WILHELM, being first duly sworn, on behalf of claimant, testified as follows:

Mr. WEAVER. Mr. Wilhelm, I show you photograph in the possession of the commission of that building known as the Weaver Building, described in Claim No. 70 and Claim No. 69. Is that a reasonable valuation on that building?—A. Very.

Q. The building was in good condition at that time?—A. Yes. As far as I could see, it was a comparatively new building; I did not see any signs of wear and tear about it.

Mr. PRATT. How long before the fire did you examine the building?

A. Not more than ten hours before the fire, perhaps. I was one of the appraisers.

Mr. WEAVER. Showing you appraisal, page 10: Is that your appraisal on the building?

A. Yes; that is our appraisal.

Q. Then, from your appraisal you consider this claim as well the worth of the building at that time?—A. Yes; I consider that building worth as much.

The Norwich Union Fire Insurance Company Society; policy No. 3200738, \$1,250.

Mr. A. V. GEAR, sworn, testified as follows:

Mr. MACFARLAND.

A. That is New York standard-form policy, and the policy has been returned and the premium returned pro rata. The policy of the Greenwich Insurance Company is No. 854647.

Q. Was that New York standard form?—A. It was.

Q. And the policy has been surrendered and the return premium paid and forwarded to the company?—A. Yes.

Proceedings here closed.

Fire claim No. 70.

This indenture witnesseth that I, William R. Castle, as trustee for Leialoha Kaula Ai, under a deed of trust dated the 16th November, 1896, recorded in Book 158, at page 273, hereby waive all claim as lessor, if any, in and to the building erected on the north corner of South and Chamberlain streets (Kawaiahao lane), Honolulu (L. C. award 685 to Pehu), by Hoogs & Weaver, under a lease from me dated March 15, 1898, and recorded in Book 175, at page 374.

In witness whereof I have hereunto set my hand and seal this 27th day of July, 1901.

W. R. CASTLE, *Trustee.*

SCHEDULE B.

A certain two-story, iron-roof, frame structure, located on the northwest corner of South and Chamberlain streets, in Kawaiahao, Honolulu, island of Oahu, situated on land described in royal patent No. 2691, and a strip on South street acquired from the government,

owned by W. R. Castle, as trustee for Leialoha Ai, by deed dated 16th November, 1896.

Recorded in book —, page —; leased to W. H. Hoogs and P. L. Weaver, by lease dated March 15, 1898, recorded in book 175, page 374, for fifteen years from April 1, 1898, at a monthly rental of \$12.50 ground rent.

Structure extended 120 feet on Chamberlain street, 114 feet on South street; 22 feet high, exclusive of roof; 30 feet deep, including a 6-foot lanai in rear; 6-foot lanai in front. Sills, 4 by 6; joists, 2 by 6 and 2 by 4; studding, 2 by 6; corner posts, 4 by 4; plates, 2 by 8; rafters, 2 by 4; sides rustic; roof, corrugated iron; all interior tongue and groove dressed, all lumber dressed. Painted inside and outside with two coats of best lead. More specifically described as follows:

Foundation stone must not be less than 16 by 16 inches and 6 inches deep.

Carpentering: All lumber to be N. W., and the best of its kind: sizes as shown and figured on plans. Foundation studs to be 4 by 4 inches, set as shown. All main sills for joists to rest on to be 4 by 6 inches, set as shown on ground plan. Floor joist to be 2 by 6 inches, sized and set 2 feet on centers; studs for main wall to be 2 by 4 inches, surfaced on four sides and set 2 feet on centers.

Second-floor joists to be 2 by 8, 2 feet on centers, surfaced on four sides, and must extend out for veranda on both sides of the building. They will be beveled 1 inch to let water fall or run off. Rail to be put on as shown on elevation, sizes as marked. All veranda posts will be 4 by 4 inches, s. 4 s.

Stairs to be built as directed, risers of seven-eighth redwood, hand treads of 1½ by 12 N. W. All parts of the stairs to be dressed two sides and put up as shown on plans. Put posts under said stairs where required.

The perlines and rafters of veranda roof will be 2 by 4 inches, a rafter set over each post, and one perline set up in the center and up against the building to nail the iron to. The plates will be 2 by 8. There will be a 6-foot veranda along all the rear of main building, one step lower than the lower floor.

Flooring: All floors of main building to be of 1 by 6 inches, tongue and groove. The floors of the second story and the veranda floors of the second story will be dressed on the underside, as it forms the ceiling. The upstairs ceiling to be 1 by 6 inches, tongue and groove. All outside walls to be covered with 1 by 10 rustic surface on back side. There will be 79 windows, 10 by 12, 12 lights.

All inside partitions will be 1 by 6, tongue and groove; 2 by 3 will be placed 6 feet from floor to nail all partitions to. There will be 120 2 by 6, 6 by 6, O. G. doors, 1½ inches thick, with rabbeted frames hung with 3 by 3 pin butts.

There will be 2 shop doors 4 by 8, with a 20-inch transom. Two doors 2 by 8 feet to each opening. Use cheapest rim locks for all doors.

Windows to have a brass spring bolt, one in the upper sash and one in the lower sash, with a plain 1 by 5 inch casing. The upper ceiling joist to be 2 by 4 inches, set 4 feet apart. Rafters, 2 by 4 inches, set and spiked to each ceiling joist, and to be braced with 2 by 4 inch, as shown on plan. There will be a 2 by 3 spiked on rafters not more than 2 feet 6 inches apart to nail the iron to.

The entire roof will be covered with the lightest corrugated iron. The cornice around the top will be composed of a 1 by 16 inch frieze, 1½ by 12-inch cap, redwood, and a 6 inch crown molding. Put a 10-inch flashing on inside and a 2 by 6 valley where the roof intersects. Cover joists on cap with a 4-inch strip of tin, well nailed on.

Bath house: Build a bath house 15 by 24 feet, shed roof, 8 feet high in front, 6 feet 6 inches in rear, 1 by 6 tongue and groove partitions, making four bathrooms of it. Put in a 2 by 6, 6 by 6 door to each one.

Water-closets: Build a 5 by 18 foot water-closet, same as bathroom; divide it into six rooms, as shown on ground plan. Use 1 by 12 for all outside walls, 1 by 6 tongue and groove for cross partitions and for floors.

Nail on rustic with 8 wire, three nails in each stud.

Dig one cesspool, 6 by 18, 3 feet below black sand.

Make arrangements to carry water from bathroom to cesspool.

Painting: Paint all exterior and interior walls, partition, ceilings, studs, and joists that are exposed with two good coats of pure lead and oil, to be finished in colors to suit owners. All nail heads and open joints to be puttied.

All of the work to be done in a most thorough and workmanlike manner, and to the entire satisfaction of the owner.

Cook house, 48 by 8 feet, 7 feet rear, 9 feet front, rough N. W	\$95.00
Plumbing and extras, such as steps and big windows on corner of building.	75.00
	<hr/>
Cost in June, 1900.	
Total cost value February 15, 1900	6,000.00
A deduct	600.00
	<hr/>
	5,400.00

Claim of Hoogs & Weaver, a copartnership.

STATEMENT OF CLAIM.

W. H. Hoogs, a member of the above-named firm, respectfully represents in their behalf that said firm of Hoogs & Weaver is a copartnership, and that W. H. Hoogs and P. L. Weaver, jr., are the members thereof.

That the principal place of business of said copartnership is at Honolulu, Territory of Hawaii; that said persons as copartners were joint owners on the 15th day of February of the effects and property set forth in the schedules hereto attached marked "Exhibit C*" and that the value of said property at its cost price is set forth upon said schedule opposite the items thereof; that said property and effects were lost by total destruction by fire on the 15th day of February, —, and that no part thereof was saved; that said fire occurred, as claimants are informed and believe, by order of the board of health in the suppression of bubonic plague; that said property was situated at the time of said loss in Kawaiahao building, on South and Chamberlain streets, in said Honolulu.

That said loss consisted in the destruction of the building more particularly described in Schedule C; that the name of the owner of the land whereon said building stood is W. R. Castle, trustee for L. Ai, and the nature of the interest of these claimants in said build-

EXHIBIT No. —.

No. 75. Fire claims commission. Claim of Yee Wo Chan Company, a copartnership. Amount, \$77,703.78. Filed May 28, 1901, at 10.14 o'clock a.m. J. M. Riggs, clerk. Presented by Paul Neumann, attorney.

STATEMENT OF CLAIM.

Wong Chow, a member of the above-named firm, respectfully represents in their behalf that said firm of Yee Wo Chan Company is a copartnership, and that Wong Chow, Wong Chew You, Lam Kai Chow, and Lam Ying Chin are the members thereof.

That the principal place of business of said copartnership is at Honolulu, Territory of Hawaii; that said persons, as copartners, were joint owners on the 20th day of January, 1900, of the effects and property set forth in the schedules hereto attached, marked Exhibits A, B, and C; that the value of said property at its cost price is set forth upon said schedules opposite the items thereof; that said property and effects were lost by total destruction by fire on the 20th day of January, A. D. 1900, and that no part thereof was saved; that said fire occurred, as claimants are informed and believe, by order of the board of health in the suppression of bubonic plague; that the nature of the property lost is fully set forth in said schedules; that said property was situated at the time of said loss in the building described in Exhibit C, on Mauakea street, in said Honolulu.

That said loss consisted in part of the destruction of the building more particularly described in Schedule C; that the name of the owner of the land whereon said buildings stood is Bishop and Queen Emma Estates, and the nature of the interest of these claimants in said building is ownership.

That said property was insured for \$31,000 in the name of Yee Wo Chan Company, and \$12,000 of said insurance has been paid by companies, as set forth in Exhibit C, the insurer thereof.

That the foregoing statement of claim and schedules hereto attached do not include any claims for speculative or consequential damages, or for loss of rent, or for use of property, or for loss of profits through the interruption of business, nor any loss except the destruction of or direct damage to said property by fire or removal under the order or direction of the board of health as aforesaid.

YEE WO CHAN COMPANY,
By WONG CHOW.

TERRITORY OF HAWAII,
Island of Oahu, ss.:

Wong Chow, being first duly sworn, says that he is a member of the firm of Yee Wo Chan Company; that he knows the contents of the foregoing statement of claim and of the schedules thereto attached, and that the same are true of his own knowledge, except as to such matters stated on information and belief, and as to those matters he believes them to be true.

WONG CHOW.

Subscribed and sworn to before me this 28th day of May, A. D. 1901.

[SEAL.]

N. FERNANDEZ,
Notary Public, First Judicial Circuit.

RULE XIV.—In order to facilitate business, claimants are directed to present claims for losses of merchandise, goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof upon a schedule to be marked "Exhibit A," and all claims for losses of personal belongings, jewelry, house furnishings, and other chattels upon a schedule to be marked "Exhibit B," and for all losses appertaining to buildings or of building fixtures upon a schedule to be marked "Exhibit C."

ASSIGNMENT.

Know all men by these presents that I, Bruce Cartwright, trustee of the estate of Emma Kaleleonalani, deceased, being the owner on and prior to the 20th day of January, 1900, of the real estate situated on the Waikiki side of Maunakea street, between King and Hotel streets, in block 6, Honolulu, which said real estate, together with the building and improvements thereon, was leased to Yee Wo Chan Company, and was occupied and used by said Yee Wo Chan Company as such lessee on and prior to said 20th day of January, 1900, when the said buildings and improvements so situated on said real estate and so occupied and used by said Yee Wo Chan Company as such lessee were destroyed by fire, originated and started under and by order and authority of the board of health, do hereby sell, assign, transfer, and set over unto said Yee Wo Chan Company all of my right, title, and interest of, in, and to any and all such buildings and improvements located, situated, and being upon said real estate on said 20th day of January, 1900, together with any and all claim or demand which I may have or claim to have against the Territory of Hawaii for any and all damages sustained by me, for or by reason of the loss or destruction of said buildings and improvements, or any part thereof, by reason of said fire.

BRUCE CARTWRIGHT,

Trustee, Estate Emma Kaleleonalani, Deceased.

Dated Honolulu, T. H., July 22, A. D. 1901.

Witness:

W. J. ROBINSON.

Wong Chow, being sworn, on his oath deposes and says:

That he is now and during more than twenty years last past has been a resident of Honolulu, Island of Oahu, and carried on business at said place as an importer and merchant under the firm name of Yee Wo Chan Company.

That on the 20th day of January, A. D. 1900, the said firm of Yee Wo Chan Company, whereof affiant was and is the managing partner, possessed, owned, and occupied the following-described buildings, situate in Honolulu aforesaid, and owned and possessed the merchandise, furniture, and fixtures contained in said buildings:

1. The two-story, iron-roofed, brick building with iron doors and shutters, situate on the east side of Maunakea street between King and Hotel streets, the value of said building being then and there \$5,865.

That said building was on said day insured in the Hamburg-Bremen Fire Insurance Company by policy No. 9744 for the sum of \$3,000, which sum has been paid said Yee Wo Chan Company by said insurance company.

That the ground on which said brick building was erected was leased from the Bishop estate July 1, 1886, for a period of thirty years, and the said building was erected in July, 1886, by the said Yee Wo Chan Company.

1. The two-story, frame, iron-roofed buildings on the east side of Maunakea street, between Hotel and King streets, in block 6, buildings Nos. 28 and 29, occupied as stores, the value of said buildings being then and there \$1,000. That said buildings were on said day insured in the Insurance Company of North America by policy No. 499 in the sum of \$500, no part of which has been paid.

2. The two-story frame, iron-roofed building, situate on the east side of Maunakea street between King and Hotel streets, in Block 6, building No. 43, the value of said building being then and there \$1,150. That said building was, on said day, insured in the Insurance Company of North America, by policy No. 50458, in the sum of \$500, no part of which has been paid.

3. That the ground on which said frame buildings described under 2 and 3 were erected was leased from Bruce Cartwright, agent for Queen Emma estate, July 1, 1886, and said buildings were erected in July, 1886, by the said Yee Wo Chan Company.

4. That on the said 20th day of January, 1900, the said firm of Yee Wo Chan Company owned and possessed certain furniture and fixtures in the aforesaid buildings.

That the value of said furniture and fixtures was then and there the sum of \$2,218.50, as is more fully set forth in the schedule attached hereto, marked "Exhibit C," and made a part hereof.

That there was no insurance on said furniture and fixtures.

That on said 20th day of January, 1900, the said firm of Yee Wo Chan Company owned and possessed a stock of merchandise in aforesaid buildings.

That the cost of said stock of merchandise was the full sum of \$2,208.55. In evidence of cost of stock carried by said firm of Yee Wo Chan Company a schedule of imports, purchases, and sales is hereto attached, marked "Exhibit A," pages 1, 2, and 3, and made a part hereof. Said schedule may be verified by the custom-house records and the accounts of said firm of Yee Wo Chan Company.

That said merchandise was, on said 20th day of January, 1900, insured as follows:

Company.	Policy number.	Date, 1899.	Amount insured.
German Alliance Association	509919	Nov. 3	\$3,000
Hamburg-Bremen.....	9758a	Nov. 10	2,000
Do.....	9727	June 28	2,000
Hamburg.....	2357	Oct. 25	5,000
Insurance.....	2394104	Nov. 25	2,500
Do.....	2394108	Dec. 3	3,000
General Insurance Company.....	D13578	Dec. 6	2,500
Insurance Company of North America.....	50434	June 28	2,000
Transatlantic.....	2883	Oct. 25	5,000
Total insurance on merchandise.....			27,000

That of said insurance the following amounts have been paid said firm of Yee Wo Chan Company:

Company.	Policy number.	Amount insured.
Hamburg-Bremen.....	9758a	\$2,000
Do.....	9727	2,000
Transatlantic.....	2883	5,000
Total.....		9,000

RULE XIV.—In order to facilitate business, claimants are directed to present claims for losses of merchandise, goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof upon a schedule to be marked "Exhibit A," and all claims for losses of personal belongings, jewelry, house furnishings, and other chattels upon a schedule to be marked "Exhibit B," and for all losses appertaining to buildings or of building fixtures upon a schedule to be marked "Exhibit C."

ASSIGNMENT.

Know all men by these presents that I, Bruce Cartwright, trustee, estate of Emma Kaleleonalani, deceased, being the owner on and prior to the 20th day of January, 1900, of the real estate situated on the Waikiki side of Maunakea street, between King and Hotel streets, in block 6, Honolulu, which said real estate, together with the buildings and improvements thereon, was leased to Yee Wo Chan Company, and was occupied and used by said Yee Wo Chan Company as such lessee on and prior to said 20th day of January, 1900, when the said buildings and improvements so situated on said real estate and so occupied and used by said Yee Wo Chan Company as such lessee were destroyed by fire, originated and started under and by order and authority of the board of health, do hereby sell, assign, transfer, and set over unto said Yee Wo Chan Company all of my right, title, and interest of, in, and to any and all such buildings and improvements located, situated, and being upon said real estate on said 20th day of January, 1900, together with any and all claim or demand which I may have or claim to have against the Territory of Hawaii for any and all damages sustained by me, for or by reason of the loss or destruction of said buildings and improvements, or any part thereof, by reason of said fire.

BRUCE CARTWRIGHT,

Trustee, Estate Emma Kaleleonalani, Deceased.

Dated Honolulu, T. H., July 22, A. D. 1901.

Witness:

W. J. ROBINSON.

Wong Chow, being sworn, on his oath deposes and says:

That he is now and during more than twenty years last past has been a resident of Honolulu, Island of Oahu, and carried on business at said place as an importer and merchant under the firm name of Yee Wo Chan Company.

That on the 20th day of January, A. D. 1900, the said firm of Yee Wo Chan Company, whereof affiant was and is the managing partner, possessed, owned, and occupied the following-described buildings, situate in Honolulu aforesaid, and owned and possessed the merchandise, furniture, and fixtures contained in said buildings:

1. The two-story, iron-roofed, brick building with iron doors and shutters, situate on the east side of Maunakea street between King and Hotel streets, the value of said building being then and there \$5,805.

That said building was on said day insured in the Hamburg-Bremen Fire Insurance Company by policy No. 9744 for the sum of \$3,000, which sum has been paid said Yee Wo Chan Company by said insurance company.

That the ground on which said brick building was erected was leased from the Bishop estate July 1, 1886, for a period of thirty years, and the said building was erected in July, 1886, by the said Yee Wo Chan Company.

2. The two-story, frame, iron-roofed buildings on the east side of Maunakea street, between Hotel and King streets, in block 6, buildings Nos. 28 and 29, occupied as stores, the value of said buildings being then and there \$1,000. That said buildings were on said day insured in the Insurance Company of North America by policy No. 50499 in the sum of \$500, no part of which has been paid.

3. The two-story frame, iron-roofed building, situate on the east side of Maunakea street between King and Hotel streets, in Block 6, building No. 43, the value of said building being then and there \$1,150. That said building was, on said day, insured in the Insurance Company of North America, by policy No. 50458, in the sum of \$500, no part of which has been paid.

That the ground on which said frame buildings described under 2 and 3 were erected was leased from Bruce Cartwright, agent for Queen Emma estate, July 1, 1886, and said buildings were erected in July, 1886, by the said Yee Wo Chan Company.

4. That on the said 20th day of January, 1900, the said firm of Yee Wo Chan Company owned and possessed certain furniture and fixtures in aforesaid buildings.

That the value of said furniture and fixtures was then and there the sum of \$2,218.50, as is more fully set forth in the schedule attached hereto, marked "Exhibit C," and made a part hereof.

That there was no insurance on said furniture and fixtures.

That on said 20th day of January, 1900, the said firm of Yee Wo Chan Company owned and possessed a stock of merchandise in aforesaid buildings.

That the cost of said stock of merchandise was the full sum of \$2,208.55. In evidence of cost of stock carried by said firm of Yee Wo Chan Company a schedule of imports, purchases, and sales is hereto attached, marked "Exhibit A," pages 1, 2, and 3, and made a part hereof. Said schedule may be verified by the custom-house records and the accounts of said firm of Yee Wo Chan Company.

That said merchandise was, on said 20th day of January, 1900, insured as follows:

Company.	Policy number.	Date, 1899.	Amount insured.
German Alliance Association	509919	Nov. 8	\$3,000
Hamburg-Bremen.....	9758a	Nov. 10	2,000
Do.....	9727	June 28	2,000
Hamburg.....	2357	Oct. 25	5,000
Insurance.....	2394104	Nov. 25	2,500
Do.....	2394108	Dec. 3	3,000
General Insurance Company.....	D13578	Dec. 6	2,500
Insurance Company of North America.....	50434	June 28	2,000
Transatlantic.....	2883	Oct. 25	5,000
Total insurance on merchandise			27,000

That of said insurance the following amounts have been paid said firm of Yee Wo Chan Company:

Company.	Policy number.	Amount insured.
Hamburg-Bremen.....	9758a	\$2,000
Do.....	9727	2,000
Transatlantic.....	2883	5,000
Total		9,000

That on the said 20th day of January, 1900, the said buildings, together with the said contents, were totally destroyed by the spreading of the fire started by order and under the direction of the board of health in connection with the suppression of the bubonic plague in Honolulu.

6. That on the 26th day of December, 1899, per steamship *Algon*, and on the 2d day of January, 1900, per steamship *Hongkong Maru*, certain lots of merchandise consigned to said firm of Yee Wo Chan Company arrived in Honolulu, and that the freight and duty on said merchandise was paid, all of which is more fully set forth in the schedule attached hereto, marked "Exhibit D," and made a part hereof.

That said merchandise was fumigated under the direction of the board of health and stored in the fish market by order of said board, that requisite permission was obtained and said merchandise was removed from the fish market to warehouse No. 15, corner of King and Nuuanu streets, in Honolulu; that said warehouse was a new building, as yet unfinished and unoccupied, and was the property of Go Chong.

That on the 22d day of January, 1900, said merchandise was condemned by the board of health, and R. D. Silliman and A. G. Robertson, official appraisers of the board of health, were appointed by said board to take an inventory of said merchandise.

That on the afternoon of said 22d day of January, 1900, said building, together with said merchandise, was totally destroyed by fire by the order and under the direction of said board of health.

That the actual direct loss suffered by said firm of Yee Wo Chan Company by the destruction of said merchandise was then and there the full amount of \$5,005.74, as is set forth in detail in the schedule attached hereto, marked "Exhibit E," and made part hereof.

That there was no insurance on said merchandise.

That on the 23d day of January, A. D. 1900, by steamship *Nippon Maru*; on the 12th day of January, A. D. 1900, by steamship *Doric*; and on the 3d day of January, A. D. 1900, by steamship *Hongkong Maru*, certain lots of merchandise from Hongkong, consigned to said firm of Yee Wo Chan Company arrived in Honolulu.

That all of said merchandise was condemned by the board of health and destroyed at the Pacific Mail wharf by the order and under the direction of said board.

That the loss suffered by said firm of Yee Wo Chan Company by said destruction of said merchandise was then and there the full sum of \$255.99, as is shown in detail in the schedule attached hereto, marked "Exhibit F," and made part hereof.

That said firm of Yee Wo Chan Company has by processes of law endeavored to collect the insurance hereinbefore described, but has been awarded only the amounts herein stated, and that no proceedings whatever are pending before any court or authority for the recovery of the loss, or any part thereof, for which this claim is filed.

The affiant further says that the total direct loss suffered by said firm of Yee Wo Chan Company by the actual destruction of said buildings, merchandise, and belongings in connection with the suppression of the bubonic plague in Honolulu in the years 1899 and 1900 was the full sum of \$77,703.78, of which sum \$12,000 insurance has been paid to the affiant, as per the following summary:

SUMMARY.

	Value of property destroyed.	Insurance collected.
Exhibit C. Buildings.....	\$8,015.00	\$3,000.00
Exhibit C. Furniture and fixtures	2,218.50	.....
Exhibit A. Merchandise in store	62,208.55	9,000.00
Exhibit A. Merchandise condemned, warehouse	5,005.74	.....
Exhibit A. Merchandise condemned, wharf	255.99	.....
Total.....	77,703.78	12,000.00

TERRITORY OF HAWAII, *Island of Oahu*, ss:
Wong Chow, being duly sworn, on his oath deposes and says that he is the managing partner of Yee Wo Chan Company hereinbefore described; that he has read the foregoing statement, and that the matters and figures therein stated are, to the best of his knowledge and belief, true.

YE WO CHAN Co.,
By WONG CHOW.

Subscribed and sworn to this 28th day of May, A. D. 1901, before me.

[SEAL.] N. FERNANDEZ,
Notary Public, First Judicial Circuit.

EXHIBIT C.—*Yee Wo Chan Company—Store fixtures and furniture.*

sorted kitchen utensils	\$35.00
cupboards.....	13.00
show cases, shelves, counters, gallery, furniture in private office and three rooms upstairs.....	1,050.00
koa-wood writing table.....	40.00
koa-wood writing table.....	15.00
No. 22 iron safe.....	375.00
small iron safe.....	126.00
handcart	45.00
scale	25.00
platform scale	7.00
hanging scale.....	5.50
5-foot ladders.....	22.50
8-foot ladder	10.00
ebony chairs and teapoys.....	115.00
regulator clocks.....	30.00
sorted pictures.....	35.00
2 ebony stools.....	36.00
2 rattan chairs	21.00
account bookcase	18.00
wooden chests.....	8.50
wheelbarrows	16.50
wheelbarrow	5.50
letter press.....	24.00
wardrobes.....	140.00
Total fixtures and furniture	2,218.50

EXHIBIT B.—*Memorandum of merchandise from China for account of Yee Wo Chi
Honolulu, per sundry steamers, 1899.*

Date.	Vessel.	Pack- ages.	Marks.	Amount of invoice.	Freight.	Duty
1899.						
Feb. 14	City of Peking	60	YWC	\$833.37	\$51.20	\$7.50
Mar. 1	Hongkong Maru	23	YWC	635.69	57.20	1.00
Mar. 18	Doric	308	YWC	669.76	133.20	1.00
Apr. 6	Rio de Janeiro	139	YWC	444.75	70.20	1.00
Apr. 11	Coptic	62	YWC	291.46	25.75	1.00
Apr. 22	America Maru	139	YWC	670.45	75.45	1.00
May 13	Gaelic	20	YWC	173.13	17.71	1.00
May 22	China	1,006	YWC	1,224.72	198.25	1.00
June 3	Doric	28	YWC	663.58	21.00	1.00
July 15	Nippon Maru	277	YWC	824.50	130.88	1.00
July 24	Gaelic	15	YWC	220.07	9.10	1.00
July 25	City of Peking	15	YWC	294.41	11.21	1.00
July 31	Hongkong Maru	242	YWC	595.48	83.36	1.00
Aug. 9	China	241	YWC	945.39	146.59	1.00
Aug. 16	Doric	200	YWC	590.62	135.57	1.00
Aug. 26	Nippon Maru	95	YWC	328.26	63.40	1.00
Aug. 1	America Maru	239	YWC	1,041.42	123.82	1.00
Aug. 2	.....do.....	2	YWC	8.41	1.50	1.00
Sept. 4	Rio de Janeiro	112	YWC	323.38	59.64	1.00
Sept. 12	Coptic	36	YWC	349.05	19.66	1.00
Oct. 16	Hongkong Maru	81	YWC	250.84	51.66	1.00
Oct. 24	America Maru	72	YWC	337.07	39.32	1.00
Oct. 26	China	90	YWC	701.76	97.65	1.00
Nov. 1	Doric	223	YWC	563.22	92.46	1.00
Nov. 10	Nippon Maru	176	YWC	462.06	90.84	1.00
Nov. 27	Coptic	75	YWC	302.09	47.94	1.00
Dec. 5	America Maru	317	YWC	1,430.28	181.51	1.00
	Total			15,219.60	2,048.97	4.50

Merchandise per sundry steamers from China, E. and O. E., Honolulu, March 2, 1900.

J. H. HARE.

Invoice	\$15,219.60
Freight	2,048.97
Duty	4,953.13

22,221.70

Less duty paid by Collector Stackable

38.00

Imports from China

22,183.70

EXHIBIT A.—*Memorandum of merchandise from California for account of Yee Wo Chi
Honolulu, per S. S. Australia, 1899.*

Date.	Vessel.	Pack- ages.	Marks.	Amount of invoice.	Freight.	Duty
1899.						
Feb. 15	Australia	35	YWC	\$240.00	\$19.16	Fr
Apr. 12	.....do.....	51	YWC	100.45	51.06	\$1.00
	.....do.....	67	YWC	409.50	.....	Fr
May 11	.....do.....	42	YWC	336.90	18.25	Fr
June 7	.....do.....	33	YWC	294.00	15.49	Fr
July 10	.....do.....	41	YWC	406.15	21.64	Fr
Aug. 2	.....do.....	23	YWC	42.64	.....	6.00
	.....do.....	74	YWC	394.35	87.28	Fr
Sept. 27	.....do.....	52	YWC	456.40	33.21	Fr
Oct. 25	.....do.....	42	YWC	363.70	25.46	Fr
Nov. 22	.....do.....	61	YWC	501.45	39.77	Fr
Dec. 20	.....do.....	106	YWC	777.50	46.60	Fr
	Total			4,323.04	307.92	19.00

Merchandise per S. S. *Australia* from California, E. and O. E., Honolulu, March 2, 1900.

J. H. HARE.

RECAPITULATION.

Amount invoice, China	\$15,188.70	
Amount freight, merchandise	2,048.97	
Amount duty	4,953.93	
		\$22,191.60
Less duties paid by Collector E. R. Stackable		38.63
Total		22,152.97
Amount invoice, United States	4,323.04	
Amount freight, merchandise	307.92	
Amount duty	19.30	
Total		4,650.26
Grand total		26,803.23

E. and O. E., Honolulu, March 2, 1900.

J. H. HARE.

Imports from Japan, April 21 to December 23, 1899.

[These goods come with shipments to other merchants.]

Date.	Vessel.	Amount of Invoice.	Duty.	Total.
1899.				
Apr. 21	America Maru	\$276.30	\$23.30	\$299.60
May 8	Carmenthenshire	17.30	2.80	20.10
July 10	America Maru	15.00	2.00	17.00
July 25	Taina	194.05	12.75	206.80
Aug. 25	Nippon Maru	32.65	3.00	35.65
Oct. 1	America Maru	28.50	2.00	30.50
Oct. 13	Hongkong Maru	300.05	21.60	321.65
Oct. 23	Corle City	54.00	5.35	59.35
Nov. 9	Nippon Maru	25.65	1.90	27.55
Dec. 4	Carmenthenshire	70.35	6.15	76.50
Dec. 23	Algoa	121.22	6.70	127.92
		1,135.07	87.55	1,222.62
Cartage				150.00
Value of merchandise from Japan				1,872.62

Statement of Yee Wo Chan Company, March 20, 1900.

Credit:

By account of stock February 15, 1899	\$41,663.30
By purchase from Honolulu firms	12,521.50
By 205 bags of coffee on hand January 19, 1900	2,767.50
By 10 bundles Hawaiian tobacco	300.00
By imports from China, custom-house records	22,183.87
By imports from United States, custom-house records	4,650.26
By imports from Japan, from Yee Wo Chan's books	1,372.62

Total cost of merchandise, February 15, 1899, to January 20, 1900.. 85,459.05

Debit:

To cost of merchandise sold in—

February, 1899	\$1,508.30
March, 1899	1,639.50
April, 1899	2,065.70
May, 1899	2,338.80
June, 1899	2,094.80
July, 1899	2,050.80
August, 1899	1,883.00
September, 1899	1,889.50
October, 1899	1,787.00
November, 1899	1,798.40
December, 1899	3,031.10
January, 1900	1,163.60

Total cost of merchandise sold

23,250.50

Cost of merchandise on hand January 20, 1900

62,208.55

EXHIBIT D.—*Statement of merchandise, Yee Wo Chan.*

[Per Hongkong Maru, January 2, 1900.]

Y. W. C.:

80 packages Chinese merchandise, as per invoice.....	\$454. 91	
257 feet freight, as per bill of lading No. 25.....	41. 76	
		\$587. 67
Duty 10 per cent	27. 85	
Specific duty on cigars.....	97. 00	
Duty, brown sugar	8. 50	
		133. 35
		721. 02

[Per Algoa, December 26, 1899.]

Y. W. C. and Y. W. C.:

437 packages Chinese merchandise, as per invoice	2, 078. 25	
Freight, bill of lading 15-49.....	315. 30	
		2, 393. 55
Duty 10 per cent merchandise.....	160. 61	
Duty 25 per cent merchandise.....	62. 59	
Specific.....	225. 00	
		448. 20
		3, 562. 75

Y. W. C. and Y. W. C.:

57 tons fumigate, the order board of health	57. 00	
Wharfage, as per above	14. 25	
Drayage, double charge.....	57. 00	
		128. 25
		3, 691. 00

This certified copy of the entry made by Yee Wo Chan is correct, as I have inspected the account by the consul and the entry.

[SEAL.]

JNO. H. HARE.

FEBRUARY 1, 1900.

EXHIBIT E.—*Goods stored in warehouse No. 15, corner Kukui and Nuuanu streets.*

20 bags large-grained rice, special quality, 50 pounds each, at \$3.25 per bag.....	\$65. 00
70 bags green beans, 50 pounds each, at \$1.35 per bag.....	94. 50
30 cases preserved ginger, 6 jars each, at \$1.75 per case	52. 50
5 cases preserved pickles, 6 jars each, at \$1.75 per case	8. 75
5 cases preserved nutmeg oranges, 6 jars each, at \$1.75 per case	8. 75
10 cases preserved apricots, 18 jars each, at \$2.70 per case	27. 00
10 cases preserved betel nut, 18 jars each, at \$2.70 per case	27. 00
8 cases white-bean cake, 36 tins each, at \$2.75 per case.....	22. 00
5 cases carp fish, 48 tins each, at \$14 per case.....	70. 00
6 cases roasted geese and ducks, 48 tins each, at \$14 per case	84. 00
2 cases red-bean cake, 24 tins each, at \$7.50 per case	15. 00
2 cases fresh sauce, 48 tins each, at \$14 per case.....	28. 00
1 case rice worms, 48 tins	13. 00
1 case sparrows, 48 tins	15. 00
3 cases shaddocks, 68 pieces each, at \$8.50 per case	25. 50
5 cases dried beef in slices, 120 pounds each, at \$6 per case	30. 00
3 cases dried beef in slices, 85 pounds each, at \$4 per case.....	12. 00
5 cases oyster sauce, 50 pounds each, at \$8 per case	40. 00
2 cases sugared cocoanut, 90 pounds each, at 18 cents per pound	32. 50
15 cases assorted condiments, 75 pounds each, at 15 cents per pound	168. 75
2 cases oysters, 85 pounds each, at \$38.25 per case	76. 50
5 cases dried shellfish, 60 pounds each, at \$9 per case	45. 00
10 cases lichi, dried, 50 pounds each, at \$7.50 per case	75. 00
3 cases 5-pound tin almond cakes, 102 pounds each, at \$12.50 per case	37. 50
2 cases 5-pound tin almond cakes, 144 pounds each, at \$15 per case	30. 00
1 case aster condiments, 48 pounds	14. 00

HAWAIIAN INVESTIGATION.

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cases salted fish, 60 pounds each, at \$9.50 per case	\$28.50	
cases "Fook sau" fire crackers, 1,000 per package, 50,000 each, at \$12.50 per case.....	125.00	
cases "Mow darn" fire crackers, at \$12.50 per case	62.50	
packages "Kai" fire crackers, 4,000 per package, 33,000 cases each, at \$5.25 per package.....	52.50	
cases "Sau" fire crackers, 50,000 per package each, at \$12.50 per case..	37.50	
case "Sau" fire crackers, 90,000 cases, at \$22.50 per case.....	22.50	
case 2-foot bombs, 100 pieces, at 25 cents per piece.....	25.00	
case 1.8-foot bombs, 90 pieces, at 20 cents per piece.....	18.00	
case 1.6-foot bombs, 100 pieces, at 12½ cents per piece.....	12.50	
case 1.4-foot bombs, 90 pieces, at 10 cents per piece	9.00	
case 1.2-foot bombs, 150 pieces, at 5 cents per piece.....	7.50	
packages large bombs, at 25 cents per package.....	75.00	
case dried vegetables, 65 pounds, at 25 cents per pound.....	16.25	
cases large bowls, 22 sets each, at \$3 per case.....	30.00	
case Narcissus dishes, 20 pieces, at 35 cents per piece.....	7.00	
cases preserved eggs, 300 pieces each, at 1½ cents per piece	10.50	
cases "Wong Lo Kat" tea, 500 packages each, at \$13.50 per case	27.00	
case "Kam Loo" tea, 36 bundles of 50 packages each, at 9 cents per package	16.20	
case miscellaneous articles:		
30 pieces swan feather fans, at 35 cents each	\$10.50	
50 pieces horsehair dusters, at 25 cents each.....	12.50	
5 pounds assorted powders, at 35 cents each.....	1.75	
1 leather trunk	3.25	
		28.00
case miscellaneous articles:		
60 pairs children's shoes, assorted	60.00	
8 bales red woolen cloth, at \$2.25 per bale	18.00	
5 packages paper, at 25 cents per package.....	1.25	
300 pieces red paper, at 50 cents per c	4.00	
1 leather trunk.....	3.25	
		86.50
cases cloth trousers, 30 pairs, assorted, at 50 cents.....	165.00	
leather trunks, at \$3.25 each.....	6.50	
		171.50
case clothing, including the following:		
30 navy blue coats, at \$3.75	\$112.50	
1 leather trunk.....	3.75	
		115.75
case iron utensils:		
30 pairs tongs, large, at 25 cents per pair	7.50	
20 pairs stone chisels, at 25 cents per pair	5.00	
		12.50
cases preserved ducks, 37½ pounds each, at \$13.50 per case.....	27.00	
cases preserved meat, 40 pounds each, at \$12 per case	24.00	
case preserved pig's mouth, 36 pounds	13.50	
rolls 2-foot 4-inch matting, 25 pieces each roll, at \$10 per roll.....	20.00	
cases sandalwood incense, 200 packages each, at \$18 per case	90.00	
cases "Kar Narm" incense, 200 packages each, at \$17 per case.....	85.00	
case cinnabar incense, 120 packages, at 25 cents per package	30.00	
bundles longevity incense:		
3-foot, 20 bundles, at 25 cents per bundle	\$5.00	
2-foot, 20 bundles, at 5 cents per bundle	1.00	
2-foot 6-inch, 18 bundles, at 15 cents per bundle.....	2.70	
		8.70
case longevity incense, 2-foot, 400 bundles, at 5 cents per bundle.....	20.00	
case longevity incense, small, 1,150 bundles, at \$1.50 per 100	17.25	
cases White Flower incense, 400 packages each, at \$12 per case	60.00	
case tobacco pipes, 100 pieces, at 15 cents per piece.....	15.00	
lot 7-inch bamboo baskets, 81 pieces, at 75 cents per piece	60.75	
case miscellaneous articles:		
7 9-inch baskets, at \$1.25 each.....	\$8.75	
13 pounds shavings of ko tree	2.60	
250 song books, at \$1.25 per 100	3.12	
		14.47

2 bundles rattan cords, 150 pounds each, at 10 cents per pound.....	\$30.
1 case sickles, 100 pieces, at 20 cents each	20.
1 case miscellaneous articles:	
1,000 bottles Healer oil, at \$3.50 per 100.....	\$35.00
50 bottles hair oil, at 50 cents per bottle.....	25.00
50 boxes "Ning Sun" pills, at 25 cents per box.....	12.50
50 bottles Red, at 15 cents per bottle.....	7.50
20 bottles Seal pills, at 75 cents per bottle.....	15.00
50 bottles "Bark Jook" pills, at 25 cents per bottle.....	12.20
50 boxes powder, at 50 cents per box.....	25.00
70 boxes "Sin Loo" tea, at 15 cents per box.....	10.50
100 bottles tooth powder, at 10 cents per bottle.....	10.00
	153
1 case miscellaneous merchandise:	
203 pieces assorted fans, at 10 cents per piece.....	20.30
170 packages essays, at 10 cents per package.....	17.00
1 package chinese visiting cards.....	2.50
	39
19 bundles "Yuen San" tea, 40 pounds each, \$9 per bundle.....	171
10 bundles "Fong Mee" tea, 40 pounds each.....	87
2 cases "Kwong Larn" tobacco, 200 pieces, at \$80 per case.....	160
3 cases almond tins, 24 tins each, at \$12.50 per case.....	37
3 cases bean cakes, 24 tins each, at \$12.50 per case.....	37
2 cases persimmons, 96 pounds each, at \$12 per case.....	24
2 cases lily seeds, 84 pounds each, at \$16.50 per case.....	132
2 cases red melon seeds, 72 pounds each, at 15 cents per pound.....	21
3 cases flour, 80 pounds each.....	17
1 case flat fish, 60 pounds each, at 45 cents per pound.....	27
1 case cigars:	
20 boxes Londres, at \$3 per box.....	60
10 boxes Insular Conchas, at \$2.75 per box.....	27
10 boxes Isabella Conchas, at \$2.50 per box.....	25
1 case leather pillows, 24 pillows, 8 inch, at 30 cents each.....	7
20 pairs slippers, at 25 cents per pair.....	5
1 case abaci:	
30 pieces, 13 rows, at 50 cents per piece.....	15
30 pieces, 15 rows, at 60 cents per piece.....	18
10 pieces, 17 rows, at 70 cents per piece.....	7
5 cases bean stick, 40 pounds each, at \$5 per case.....	25
3 packages narcissus plants, 4 baskets each, at \$6 per package.....	18
2 cases flat fish, 60 pounds each, at 30 cents per pound.....	36
3 cases cuttlefish, 55 pounds each, at 35 cents per pound.....	37
5 cases dried fish, 60 pounds each, at \$9 per case.....	45
1 case dried oysters, 82 pounds each, at 45 cents per pound.....	37
2 cases raw oysters, 40 pounds each, at 45 cents per pound.....	36
2 cases dried fish, 50 pounds each, at 35 cents per pound.....	35
2 cases persimmons, 106 pounds each, at \$11.50 per case.....	23
2 cases almond-apricots, 103 pounds each, at \$12.50 per case.....	25
1 case bamboo shoots, 43 pounds, at 20 cents per pound.....	8
1 case general merchandise:	
35 pounds bamboo shoots, at 20 cents per pound.....	7
10 pounds dried fish, at \$2 per pound.....	20
1 basket white fruit, 97 pounds, at 7½ cents per pound.....	7
10 cases brown loaf sugar, 74 pounds each, at \$6 per case.....	60
10 cases carp fish, 24 tins each, at \$7 per case.....	21
3 cases roast goose, 48 tins each, at \$14 per case.....	42
2 cases canned lily seeds, 48 tins each, at \$8 per case.....	16
1 case canned shellfish, 48 tins.....	14
10 cases preserved sausages, 40 pounds each, at \$13.50 per case.....	135
2 cases preserved duck liver, 40 pounds each, at \$14 per case.....	28
2 cases preserved sausage, 40 pounds each, at \$14 per case.....	28
2 cases preserved sausage, 40 pounds each, at \$13.50 per case.....	27
3 cases duck liver, preserved in soy, 40 pounds each, at \$12 per case.....	36
3 cases dried ducks, 25 pieces each, at \$8.50 per case.....	25
3 cases dried ducks, lower parts, 37 pounds each, at \$13.50 per case.....	40
1 case sausage, 40 pounds.....	13
1 case duck, in slices, 40 pounds.....	13

1 case preserved pigs' tongues, 34 pounds, at 75 cents per pound.....	\$25.50
10 cases canned betel nut, 18 tins each, at \$2.70 per case.....	27.00
2 cases preserved apricots, in slices, 80 pounds each, at \$6.75 per case.....	13.50
1 pot water chestnuts, 71 pounds.....	3.50
1 baskets ginger, 90 pounds each, at \$3.25 per basket.....	16.25
1 buckets lard, 133 pounds each, at \$5.25 per bucket.....	10.50
1 cases sauce, 12 jars each, at \$1.50 per case.....	7.50
1 case bean cake, 36 jars, at 30 cents per jar.....	10.80
1 case bean stick, 40 pounds.....	5.00
2 cases bean curd, 36 tins each, at \$2.75 per case.....	5.50
5 cases salted eggs, 300 each, at \$4.50 per case.....	67.50
1 barrels salt fish, 150 pounds each, at \$19 per barrel.....	95.00
2 barrels salt fish, 150 pounds each, at \$19 per barrel.....	38.00
1 case nelubium roots, 130 pounds.....	4.50
5 rolls matting, 40 yards each, at \$8.50 per roll.....	42.50
5 rolls matting, 40 yards each, at \$8.50 per roll.....	42.50
1 case net strings, 57 pounds, at 40 cents per pound.....	22.80
1 case water tobacco pipes, 100 pieces, at 15 cents per piece.....	15.00
Personal property:	
2 blankets, 12 pounds each, at \$15 per blanket.....	30.00
2 mattresses, at \$1.25 each.....	2.50
3 mosquito nettings, at \$2.50 each.....	7.50
1 cotton quilt.....	2.25
1 woolen quilt.....	4.75
1 umbrella.....	1.50
Total value of merchandise destroyed.....	5,005.74

EXHIBIT F.—*Yee Wo Chan Company—Merchandise condemned and destroyed at Pacific wharf by order of board of health.*

[By steamship *Nippon Maru*, January 1900; 26 pieces. Marked "YWC."]

1 cases oranges, at \$5 per.....	\$35.00
1 cases oranges; at \$5 per.....	45.00
1 cases pumelo, at \$7.50 per.....	22.50
1 cases pumelo, at \$7.50 per.....	22.50
1 cases salt eggs, at \$4.50 per.....	18.00
	<u>\$143.00</u>

[By steamship *Doric* January 12, 1900; 12 pieces. Marked "YWC."]

1 basket water chestnuts, 99 pounds, at 6 cents per pound.....	\$5.94
1 cask salt vegetables, 11 pounds, at 5 cents per pound.....	10.55
10 casks salt eggs, at \$4.50 per cask.....	45.00
	<u>61.49</u>

[By steamship *Hongkong Maru*, January 3, 1900; 6 pieces. Marked "YWC."]

1 case pumelo, 100 pounds.....	\$7.50
1 cases pumelo, 100 pounds.....	30.00
1 cask salt fish, 100 pounds.....	14.00
	<u>51.50</u>
Total cost of merchandise condemned and destroyed.....	255.99

YEE WO CHAN COMPANY—RÉSUMÉ.

	Insurance placed.	Insurance paid.	Cost.	Loss.
Buildings.....	\$4,000.00	\$3,000.00	\$8,015.00	\$5,015.00
Furniture, etc.....			2,218.50	2,218.50
Merchandise.....	27,000.00	9,000.00	67,470.28	58,439.38
Total.....	31,000.00	12,000.00	77,703.78	65,672.88

HONOLULU, *November 20, 1901.*

First hearing July 22, 1901.

WONG CHOW recalled.

ATTORNEY. On page 3, Exhibit B of claim, imports from Japan give a total amount of \$1,135.07. The amount of invoice as shown in the customs records, which we have here and certified to by the customs notary, was that the value of this invoice was \$456.45. How do you account for that difference?—A. A statement will be filed to-day.

Q. Have you or have you not a bill from the merchants at Yokohama from whom you purchased these goods, and that bill has been paid to you in full, and has been receipted, showing the amount in yen of the value of the goods specified here in the customs invoice?—A. I have.

Q. Then you have valued the merchandise from Japan in your claim at \$1,372.62? Do I understand you are claiming for that amount?—A. Yes; that is correct, but according to the consular statement it appears that the whole value was only \$402. The last item on that bill, \$190.44, did not go into quarantine; that was received and the other items the dates are different. The dates in bills are dates of shipment and dates of consignment, but not receipt of shipment.

Q. The total value of the importations for Yee Wo Chan Company from Japan from the 22d day of April to the 23d day of December, 1899, as shown by customs invoice, appears to be \$502.04, and the total amount of importations as shown by the claim appears to be \$1,222.66; how do you account for the difference between the total as shown by the customs invoice and the total as specified in your claim? Explain that fully to the commission.—A. On goods imported from Japan the freight charges are prepaid in Japan, and when they come here we have merely to take the goods out and to simply pay for cartage.

Q. Duty also?—A. No; duty was paid here—duty and cartage here.

The CHAIRMAN. You say that the freight was prepaid in Japan. Now, is the freight added to each individual or separate item here?

A. No; the freight was not added; they simply added wharfage, fumigation, and cartage.

Q. You say that to account for the difference, it was that the goods in Yokohama were invoiced the original cost plus the freight prepaid. Is that what I understand?—A. No; freight was not added to the invoice which came from Yokohama.

Q. What made the difference between this statement here and the bill?

ATTORNEY. Is the value of the goods as placed upon the goods upon shipment by the Yokohama firm, is that the real value of the goods or is it less than the actual value of the goods?

A. It is a less value.

Q. Have you, or have you not, anything to do with the fixing value on those goods at the time of their shipment from Japan?—A. No; I have nothing to do with it.

Q. The firm in Yokohama does that?—A. They do it.

Q. And, as a matter of fact, you do not know the value of the goods which have been shipped to you until you receive your statement from the Japan firm? Is that so?—A. Yes.

Q. And that bill which you have is the amount which you have actually paid to the Japan firm for the goods which were imported, and

shown by the custom-house manifest, which had been certified to by Mr. Boyd?—A. Yes.

Q. And that is the actual value of those goods, is it not?—A. Yes; the actual value.

Q. And those goods were in your store at the time of its destruction, those goods for which you have paid those yen specified in that bill?

Q. Who paid the duty?—A. In Japan.

Q. Do they do that from instructions from you?—A. No.

Q. Do you pay the duty or the parties in Japan?—A. We paid it.

Q. To whose benefit would it be to have that amount of stock, less its real value, in the manifest? Would it be to your benefit or the man in Japan?—A. To our benefit.

Q. Was not this reducing the price of the goods for the purpose of reducing the duty on the goods?—A. Yes.

Q. Then the prepaying the freight does not figure in this at all?—A. No; it does not figure in here at all.

The CHAIRMAN. Do I understand that in this bill here, Yokohama bill, that the prices here include prepaid freight? In this Yokohama bill that came to you direct, does the price there include prepaid freight?

A. Yes.

Q. When you pay your freight is it not so much per ton, not so much on the invoice value of the goods?—A. So much per ton.

Q. Do I understand that this price here in this Yokohama bill includes freight prepaid on every item?—A. Yes.

Q. Why was this not filed, this certification of the Japanese goods, at the time the Chinese goods were filed?—A. Mr. Whitney thought it was.

Q. Does that bill cover any other goods?—A. No; it is just for this translation.

[List of purchases filed.]

Q. Since your case was heard in the Chamber of Commerce room has anything new developed in regard to insurance?—A. Nothing in regard to the insurance.

Q. No amount was paid?—A. No; I have surrendered all my policies to the insurance companies.

Q. Three thousand dollars which was paid on the building—is that apportioned among the four owners or is it your portion?—A. That is my portion.

Q. And was that your portion paid on the building?—A. Yes.

Q. When you were before the commission before were you interrogated by the commissioners in connection with the firm's liability at the time of the fire?—A. No; I was not.

Q. What was your total indebtedness at the time of the fire, approximately?—A. Including the Chinese merchants, was over \$10,000; in Honolulu alone, about \$2,500.

Q. Have you resumed business?—A. Yes; at the same place.

Q. Have you a new building?—A. Yes.

Q. Built a new building?—A. Yes; the same as before.

Q. Those were your total liabilities at the time of the fire?—A. Yes.

Q. That makes how much, \$12,000?—A. Fifteen thousand dollars; not over \$2,500 to Honolulu merchants; in China, \$10,000.

Q. What was it in Honolulu?—A. Two thousand five hundred dollars.

Q. In China?—A. Twelve thousand dollars; about \$15,000 altogether.

Q. How much paper at the time of the fire did you have discounted in Honolulu with your indorsement on? How much of your notes were in the different banks in Honolulu at the time of the fire?—A. Only one note, at Spreckels & Co.'s, for \$1,000.

Q. That is the only note you had at the time of the fire?—A. This is all.

Q. Didn't you have any at Bishop & Co.'s?—A. No.

Q. Bank of Hawaii?—A. No.

Q. What were you owing in the banks here at the time of the fire?—A. At the time of the fire the only paper that you had in the different banks of Honolulu was a note for \$1,000—that is, of your own paper?—A. Yes.

Q. Did you owe Hackfeld & Co. any money, or any of these white firms at the time of the fire?—A. Very little.

Q. Then this \$2,500 owing in Honolulu to merchants is principally Chinese?—A. No; a \$1,000 to white firms, the rest to Chinese firms.

Q. Do you include that \$1,000 note in the \$2,500?—A. No.

Q. That is money you borrowed straight from the bank?—A. Yes. At the time when the town was quarantined I was paying my debt which amounted to over \$1,000.

Q. When did you make your last remittance to Hongkong before the fire?—A. I forget. Every trip we would send money back.

Q. Shortly previous to the fire you made a remittance?—A. Yes.

Q. Did you save any books?—A. Yes; at the time of the fire, and after we had about \$8,000 money—silver coin and gold coin—in the safe, and somebody tried to break open the safe.

Q. What were you doing with so much money in the safe?—A. Could not take it out; in quarantine.

Q. How long had that money been in the safe; was it there before the quarantine?—A. That is the money sent to us from the other islands.

Q. Before the quarantine?—A. No; at the time of quarantine.

Q. Didn't you have any paper money amongst that?—A. Yes.

Q. What was the condition of it when the safe was opened?—A. No, destroyed.

Q. This money consisted principally of remittances from other islands during quarantine?—A. Yes.

Q. Then there could not have been any silver or gold coin come?—A. Drafts and checks.

Q. But no silver or gold?—A. Very little silver or gold.

Q. Was there any money belonging to other people deposited with you for safe-keeping?—A. Yes; some money was deposited with us but we have returned it all to the owners.

Q. In these remittances was any gold or silver received?—A. It was drafts.

Q. No gold or silver?—A. No.

Q. How long after the fire did you get a chance to get to your safe and get it open?—A. Nine days after.

I do hereby certify that the foregoing is a full, true, and correct copy of my shorthand notes, taken by me at the hearing as above, before the fire-claims commission.

FRANCES McTIGUE,
Official Reporter.

Subscribed and sworn to before me this 10th day of October, A. D. 1902.

[SEAL.]

H. C. CARTER,
Notary Public, First Judicial Circuit.

EXHIBIT No. —.

Before the Fire Claims Commission, Honolulu, H. T. Testimony on claim No. 75. Amount, \$77,703.78.

MONDAY, July 22, 1902.

Commission all present except Mr. Testa.

Appearances: Attorney Robinson, for claimant; Attorneys Dunn and Ed. Douthitt, for the government.

Yee Wo Chan Company, claimant.

WONG CHOW (CH), being first duly sworn, testified as follows:

The Yee Wo Chan Company is the company of which I am the manager. I have filed before this commission a claim for the sum of \$77,703.78 on behalf of the Yee Wo Chan Company; their place of business was on Maunakea street, near King, on the Waikiki side of Maunakea, the second store from the corner; these premises were destroyed by fire with the contents on the 20th of January, 1900.

By Mr. ROBINSON:

Q. In addition to the two-story, iron-roof, brick building, etc., there were some buildings and structures besides constructed by you?—A. A kitchen, the furniture and fixtures of the store; there was furniture there.

Q. These additions to the brick building, the value is placed at \$865; of what are the items of that claim?—A. Twenty-five feet deep, 24 feet wide, and 20 feet high—this is the kitchen, made of corrugated iron and plastered; the floor was wood. That was built, the contract given to C. Hopp for \$750, in the year 1896, thirteen years ago; the contract for the cost of the building, \$750.

Q. What other items are in this claim for \$865?—A. Seventy-five dollars for the fixtures, place to dry clothes, etc.; making up the floorings cost \$40 (that is the cost price). That is a total of \$865. All these articles were purchased thirteen years before the fire.

(Witness here identifies the building on map submitted to him.)

By Mr. LOVEKIN:

Q. Schedule C. The first building claimed for is how much?—A. The first building claim is \$5,865, No. 23, Deacon fire map, sheet 4, block 6. The \$5,000 claimed for the brick building being one-quarter of the whole brick building corner of Maunakea and King street; \$865 for corrugated iron one-story addition in rear of No. 23. Buildings

28 and 29, Deacon's map, sheet 4, block 6, and No. 43, two-story frame dwelling in rear of Nos. 28 and 29; \$1,000 for Nos. 28 and 29, and \$1,150 for No. 43 in the rear.

Mr. ROBINSON. Item No. 1. The addition to your building, kitchen connected with the store situated on Maunakea street, between King and Hotel, of what was that constructed?

A. Corrugated iron, wooden floor, plastered inside. The cost price was \$750.

Q. The buildings situated on the same street, Maunakea street, Nos. 28 and 29 in block No. 6, of what—

(Interruption by Mr. Macfarlane, who states that the amount is \$860 before in his claim.)

Mr. ROBINSON. In addition to the \$750 that you paid for that building, what other expense did you incur?

A. I fixed up the place for drying clothes. The cost of that was \$75, and the Chinese furnace \$40, including labor.

Q. That place used for drying clothes was not formed of the roof of the building below, was it?—A. Yes; built a platform near the kitchen.

Q. Of what were the buildings indicated by Nos. 28 and 29 as per Deacon's map?—A. I testified some days ago I built this place, with the six stores inclusive, and it cost \$3,300. Claim No. 36, Sing Chong's case.

Q. What was the value of the furniture and the fixtures owned by the Yee Wo Chan Company?—A. \$2,218.50, labor and everything, and the safe included; it was built over ten years ago; that was the cost price of the fixtures.

Q. There were no fixtures in any of the other stores?—A. I rented them.

Q. What was the value of the merchandise situated in the store of Yee Wo Chan Company?—A. Over \$62,000.

Q. Under your claim it is \$62,208.55?—A. That is correct.

Q. I will show you Exhibit C, attached to your claim, presented to this commission. It shows the total amount of the store fixtures, etc., to be \$22,018.50. I will ask you if the items set forth contain all the items in the store?—A. Yes.

Q. With reference to the values, does that indicate cost price?—A. Yes; these fixtures we placed in the store over ten years prior to the fire.

Q. In that new store building, on the premises of the late store, you have placed in there some fixtures?—A. After the building was erected the fixtures were put in in 1886; some of the new fixtures were put in lately.

Mr. MACFARLANE. Does that include furniture and fixtures in it since 1886?

Mr. DUNNE. Yes, in the brick building.

WITNESS. There is a safe included in that.

Mr. ROBINSON. In fitting up the store occupied in that by the Yee Wo Chan Company, what was the cost of these fixtures?

A. Nine hundred and fifty dollars.

Q. I will show you Exhibit A, attached to your claim showing the merchandise received from China during the year 1889; will you state whether or not that merchandise was received by you or not during that year?—A. Yes.

Q. And that the prices it shows are the actual prices?—A. Yes.

Q. And the amounts set opposite each item shows freight and duty paid by you?—A. Yes.

Mr. ROBINSON. We will introduce a certified copy of this invoice as soon as we get it from Mr. Boyd.

Q. This statement shows the amount of merchandise received from China from February 14, 1899, until the first of the year 1900, does it not—until December 5, 1899?—A. Yes; on the 12th of December the town was quarantined; no goods let come in and go out.

Q. On Exhibit A is shown statement of the merchandise received from the States by the *Australia*?—A. Yes.

Q. That shows the aggregate amount of the cost price to be \$4,323.04; that is the cost price of the goods?—A. Yes.

Q. To which is added freight \$307.92?—A. Yes.

Q. And duty \$19.30, is that correct?—A. Yes.

Q. On page 3, Exhibit A, appears a statement of the imports from Japan, April 24 to December 23, 1899, showing the amount of the invoice to be \$1,135.07?—A. Yes.

Q. I will ask you whether or not that was the cost price of the goods?—A. Yes.

Q. To which is to be added \$87.55, the expenditures on duty?—A. Yes.

Q. I will ask you whether or not these shipments were made direct to you?—A. Some sent to other firms for me, to save expense.

Mr. H. LOSE, representing the North American Insurance Company, being first duly sworn, testified as follows:

A. North American Insurance Company policy No. 50434, \$2,000, this policy is surrendered; it shows cancellation here [referring to book]; it was not paid.

By Mr. ROBINSON:

Q. You say that you had other policies with Yee Wo Chan Company?—A. I had two more; I paid Yee Wo Chan Company the return payment; the different amounts are here stated.

Q. Mr. Lose, did you have a policy No. 50449, \$500?—A. Yes, sir.

Q. That is amongst the ones that were returned?—A. Cancellation on the return to the company.

Q. Did you have a policy for \$500, policy No. 50485, in the same company?—A. That is correct; I think it was canceled at the same time and returned.

Q. That is all, is it?—A. Yes.

Q. There are three policies, Mr. Lose?—A. Yes, sir.

Mr. F. S. PEACHY, being first duly sworn, testified as follows:

By Mr. ROBINSON:

Q. Mr. Peachy, you are agent for the German-American Insurance Company?—A. German Alliance Insurance Association, New York.

Q. Did you have policy No. 509919 for the sum of \$3,000, in favor of Yee Wo Chan Company?—A. Yes.

Q. State whether or not that policy was canceled.—A. It was.

Q. And the rebate premium was paid?—A. Yes, sir.

Q. That is the only policy you have of Yee Wo Chan Company?—That is all I know of.

Mr. MACFARLANE. You have your register there?

A. I have.

(Mr. Macfarlane examines the register.)

Mr. W. LANZ, being first duly sworn, testified as follows:

By Mr. ROBINSON:

Q. Mr. Lanz, you are the Honolulu agent for the Hamburg-Bremen Insurance Company?—A. Yes, sir.

Q. State whether or not the Hamburg-Bremen Insurance Company issued any policies of insurance to Yee Wo Chan Company in the year 1900?—A. Yes, it did.

Q. What are the numbers of the policies and the amounts? State whether or not they are in full force or canceled and surrendered.—

A. Yee Wo Chan Company, Nos. 9727, 9744, and 9758a. No. 9727, \$2,000, that was paid; No. 9758a, \$2,000, that was paid.

Mr. MACFARLANE. There are two policies 9758a?

A. No. 9744 is the next. Wait a minute; yes, No. 9744, \$3,000—that was on their store in Maunakea street; I don't know whether or not it is on the goods or on the building; I have not the books here; that was paid; this is on the building, Mr. Macfarlane.

Q. Any other policy?—A. Yee Wo Chan Company? No.

Q. Any other company?—A. Magdeburg, No. 357; the amount of that is \$5,000.

Q. Why wasn't that paid?—A. New York Standard.

Q. Was the policy returned to Schaffer & Co.?—A. Yes.

Q. Any other insurance, Mr. Lanz, on any of their property?—A. Yee Wo Chan & Co.? No; we have some others.

Mr. J. S. WALKER, being first duly sworn, testified as follows:

By Mr. ROBINSON:

Q. You are agent in Honolulu of the Alliance Assurance Association, also the Royal Assurance Company?—A. Irwin & Co.

Q. You represent them in the insurance company department?—A. Yes.

Q. State whether or not these companies issued policies of insurance to Yee Wo Chan Company.—A. Yes.

Q. Take the Alliance first.—A. No. 2394104; amount, \$2,500.

Q. Has it been paid?—A. No.

Q. Policy surrendered?—A. Yes, pro rata; premium returned \$46.09.

Q. Anything else in the Alliance?—A. Yes, we have another: No. 2394108, for \$3,000. That has been canceled and the policy returned return premium, \$55.01.

Q. In the Royal?—A. Policy D 13578, for \$2,500; return premium \$48.13. Policy canceled for the same reason.

Mr. A. CONSTABEL (of Hackfeld & Co.), being first duly sworn, testified as follows:

By Mr. ROBINSON:

Q. Mr. Constabel, you represent Hackfeld & Co.—their insurance department?—A. Yes.

Q. They are agents for the Transatlantic Insurance Company?—A. Yes.

Q. State whether or not this insurance company issued policies to Yee Wo Chan & Co. for the year 1889.—A. Yes.

Mr. DUNN. State the number of the policy.

A. No. 2890; amount—I beg your pardon, that is a mistake—No. 2883; Transatlantic Fire Insurance Company; amount, \$5,000. It has been paid; there are no other policies in the same company.

Q. Have you filed a claim here as coclaimant?—A. Yes.

Mr. MACFARLANE. Have you your policy there?

A. Yes.

(Mr. Macfarlane examines policy.)

WONG CHOW, previously sworn:

Mr. ROBINSON. Mr. Wong Chow, on page 2, Exhibit A, is a memorandum of merchandise from China from February 15, 1899, to December 20, showing the amount of the invoice to be \$4,323.04, of freight, \$307.92; duty, \$19.30. I will ask you whether or not that is the cost price of the articles imported and the freight paid and the duty?

A. That is correct.

Q. Page 3, Exhibit A, imports from Japan, April 21 to December 23, 1899; and is that given with shipments to other merchants, aggregating the sum of \$1,372.62, being \$87.55 for duty, total amount of invoice—\$150 cartage? I will ask you whether that item is correct?—A. Yes; that is the actual cost price of the merchandise; some shipments sent to Wing Chong & Co., some to Tung Kee.

Q. American Maru, April 21. Through whom did he get that?—A. I forgot about that. I have that memorandum myself, but did not put down the names of the firms. I have only the goods received, amounting to so much.

Q. Next item—Carmantenshire (?). Through whom did you receive that?—A. I only put down what I got in the memorandum book—amount of goods sent and the money value of the goods.

Q. In the book did you put down the names of the firms through whom you received these goods?—A. I didn't put down the names.

Q. Have you any recollection independent of that book as to the names of the firms through whom you received these goods?—A. I only remember three firms—Wing Chong Lung, Tung Kee, and Yee Sung Kee.

Q. Which of these items, can you state, came through any one of these three firms?—A. I don't remember.

Q. What have you in your book there?—A. What I have here is the firm at Japan, what goods they sent, and the amount of the goods and money.

Q. Give us the name of the Japanese firm?—A. Yee Sang.

Q. The first item American Maru?—A. Yes; from Yee Sang, and the goods are from Yee Sang; the amount of that is \$276.30, \$23.30 duty.

Q. What is the next item?—A. It is for goods; class of goods not specified; it is for some Japanese eatables, and cloth goods and soi.

Q. It does not appear in that book through whom you received any of these goods?—A. No.

Q. You took an account of stock, merchandise of Yee Wo Chan & Co., on the 15th of February, 1899?—A. Yes.

Q. And that amount was \$41,613.30?—A. Yes.

Q. What is that book he is reading from?—A. That is the account of stock taken on the 15th of February, 1899.

Q. That is the original account of stock, is it?—A. Yes.

Q. That was taken before the fire, and you saved that, did you?—A. Yes; that is an old book.

Q. That was in the safe at the time of the fire?—A. Yes.

Q. From that date until the time of the fire you purchased from the Honolulu firms \$12,521.50 worth of goods?—A. Yes.

Q. What means have you of knowing that amount?—A. I have it in my book; that is, to the 19th of January, 1900.

Q. That is the day before the fire?—A. Yes.

Q. Those are the books of the business, are they?—A. Yes.

Q. And you had in stock on that day 205 bags of coffee?—A. Yes.

Q. What was the value of the coffee on the 20th of January, 1900?—A. Thirteen cents a pound; 100 pounds to the bag; that would make a total of \$2,767.50.

Q. What means have you of recollecting that amount of coffee was on hand?—A. At the time of the quarantine I knew there was no business, so I ordered Fo Kee to pile up the coffee, and I counted it.

Q. Also at the same date ten bundles of Hawaiian tobacco. What is a bundle of Hawaiian tobacco worth?—A. Thirty dollars; that is \$300; I remember that in the same way.

Q. These amounts, together with the items, imports, as shown in the preceding accounts in Exhibit A, make an aggregate on hand on January 20, 1902, of \$85,459.05?—A. Yes.

Q. From the time you took stock in February, 1899, to the 1st of March you sold \$1,508.30 worth of goods?—A. Yes.

Q. Where did you purchase that coffee?—A. Some of my customers sent it to me in exchange for goods; sometimes coffee sent to me to sell for people as agent; before the fire some stores in town owe our firm some money, and they are afraid their place will be burned, and they ask me: "Will you take some coffee in payment of the amount I owe you." I agreed to take some of the coffee.

Mr. MACFARLANE. That is just before the fire?

A. Yes.

Q. Can he give us—has he the data to tell us those dates, and where the coffee came from?—A. I have everything in black and white, but my safe was so small I could not put everything in, and the bookkeeper tried to pack it, and the carts took it back in the fire.

Q. But he was the manager of the Yee Wo Chan Company?—A. Yes.

Q. If this thing happened just before the fire, would he tell this commission who it was he took the coffee from and about what quantity from each?—A. Thirty bags of coffee was given my firm from Hing Kee & Co., and some from my customers at Kona, Kong Fook, and some from a man up there sending in exchange for goods. Some of the coffee has been in the store about two years.

Q. How much did they pay Hong Kee for 30 bags of coffee?—A. I paid him 13 cents.

Mr. ROBINSON. And those 10 bundles of Hawaiian tobacco, where did he buy those?

A. From Kwong Fook, at Kona; he didn't send all at once; some this trip, some next, etc.

Q. Have you any book in your possession showing the amount or sales from February 15, 1899, to January 1, or during the month of January, 1900, prior to the 19th day of January?—A. Yes.

Q. What was the amount of your sales from the 15th day of February, at which time you took account of stock, until the day of the fire, 1899?—A. Twenty-three thousand two hundred and forty-one dollars and fifty cents.

Q. When was that book prepared?—A. I fixed that every month from February 15.

Q. These entries were made in the book during the month in which the sales were made?—A. Yes.

Q. This is one of the books saved from the fire?—A. Yes.

Mr. MACFARLANE. I would like to ask a question here. Do you turn the amount of your stock over every year?

A. Yes, sir.

Q. And he has a stock of \$85,000, and he only sells \$23,000. How does he account for that?—A. That is the cost price I have on that claim now; I have taken out all the profit; the amount sold would average \$27,000, but I took out the profit.

Q. Don't these sales here represent the profit in it?—A. No.

Q. When he sells any goods to the credit of sales account, his profit is always in the amount of his sales?—A. I sell over \$27,000 worth of goods, and I have taken out the profit; that is the actual cost price.

Mr. ROBINSON. What amount have you taken off the profit?

A. About 16 per cent is taken off.

Mr. MACFARLANE. How do you account for the difference?

A. Before June last year I find out that the duty will be heavy on the silk goods and the tobacco and the tea, so I imported a large quantity of silk goods, tea, and firecrackers. At present on the silk goods there is \$3 a pound duty; at the time I brought in such quantity it is 25 per cent.

Q. This shows a balance on hand on the 20th of January in reference to the merchandise of Yee Wo Chan Company, amounting to \$62,208.55. Is that correct?—A. Yes.

Q. That is the net actual cost price of the merchandise?—A. Yes.

Q. Exhibit D. I call your attention to this: That is a statement of merchandise received by the *Hongkong Maru* on the 2d of January, 1900, amounting to the sum of \$721.02?—A. \$721.02.

Q. That is the value of—the actual cost price of the merchandise received by the *Hongkong Maru* was \$587.67?—A. I have it \$545.91 in this book, and \$41.06 as per bill of lading; that is a total of \$587.67, plus \$133.35 on cigars on page 97, on sugar eight and a half, making a total of \$721.02; the duty on the 10 per cent and the cigars and sugar amounts to the total as above.

Q. On the *Algoa* you received, December 26, 1899, goods amounting in the aggregate to \$3,562.66?—A. By the *Algoa* \$2,841.75, and besides paying a fumigating expense of \$57, and expenses of the wharf \$14.25, and for cartage \$57; total, \$3,691.02.

Q. You received on the *Algoa* 437 packages of Chinese merchandise, \$278.25?—A. Four hundred and seventy Chinese merchandise, average, \$2,077.25.

Q. Freight bill of lading 1549?—A. \$315.30, 10 per cent duty \$160.61, 25 per cent \$62.59; duties on other goods amounted to \$225; total, \$2,841.75. Then is the fumigating expense.

Q. How do you make that total?—A. That is including 437 packages.

Q. It is erroneous in the claim; it should be—A. \$2,841.75.

Q. What additional expense did you incur regarding that merchan-

dise?—A. That goods that came by the *Hongkong Maru* and the *Algoa* were fumigated at the wharf. There is 57 tons of goods came by the two steamers, fumigated at the wharf at \$57.

Q. In addition to the item \$57 for fumigation of these goods you paid wharfage \$14.25?—A. Yes; and for cartage \$57.

Q. Where were these goods?—A. The goods were taken from the wharf and placed in my warehouse at the corner of Kukui and Nuuanu streets, and was there five days when they were burned.

Q. When?—A. On the 22d day of January; that was on the mauka side of the street near Nuuanu.

Mr. TESTA. Is there a stable now close by?

A. No.

Mr. ROBINSON. This means the actual cost price of the goods and the actual price paid for duties, etc.?

A. Yes.

Q. None of this was included in the merchandise of Yee Wo Chan Company, in its store?—A. No.

Q. It was destroyed on the 18th of January; it was not included in this that was destroyed on the 20th of January?—A. No.

Q. This was destroyed on the 22d of January in the warehouse on Kukui street?—A. Yes; that was an unfinished building.

Q. I desire to call your attention to Exhibit E, containing a list of goods stored in the warehouse No. 15, corner of Kukui and Nuuanu streets; I will ask you what that is [showing witness paper].—A. That is goods I received on the *Hongkong Maru* and the *Algoa*.

Q. Is there an itemized account of these goods?—A. That is an itemized account for the goods received by the *Hongkong Maru* and the *Algoa*.

Q. Which was destroyed in the warehouse?—A. Yes; on the 22d day of January.

Q. Mr. Wong Chow, in Exhibit D you have set forth that the actual cost price, of the merchandise delivered to you on the Pacific Mail wharf at Honolulu by the steamers *Hongkong Maru* and *Algoa* was \$3,562.77?—A. \$3,691.02.

Q. Is that the actual cost price, including duty and the expense incident to the fumigation, dockage, wharfage, and drayage?—A. Yes.

Q. In Exhibit E you have an itemized statement of these same goods, and the value of these goods is placed at \$5,005. Is that the selling price of these goods?—A. The last time the President appointed Mr. Magoon as commissioner of the fire claims he made a rule that all the goods be made at the market price, so I made out the list intending to file it; finally the court is abolished; now I file it with this court. I did not know this court intended to have the actual cost price; then I went to the custom-house and found out the actual cost price. All the invoices [witness's] were destroyed by fire.

Mr. ROBINSON. I would like to have in evidence assignment from Bruce Cartwright, as trustee of the Queen Emma estate to Yee Wo Chan Company of all the right, title, and estate in and to the premises upon which were situated the dwelling house upon which we had some testimony this morning.

(Admitted. Marked "Exhibit A.")

Indorsed: Assignment, Bruce Cartwright, trustee, to Yee Wo Chan Company.

Judge WHITING. I would like to put these books in proper form. What book is this [showing witness book]?

A. That is the amount of stock taken on February 15, 1899.

Q. That is all that it contains?—A. Yes, sir.

(Admitted in evidence, marked "Exhibit B.")

Q. What book is this [showing witness book]?—A. This book is amount of goods purchased from different firms in Honolulu.

(Admitted in evidence, marked "Exhibit C.")

Q. What is this book [showing witness book]?—A. This is the book for the amount of goods by the *Hongkong Maru* and the *Algoa*, and that is an itemized account that came by the two steamers; they were in the Kukui street warehouse.

(Admitted in evidence, marked "Exhibit D.")

Q. What book is this [showing witness book]?—A. This book contains the buildings and the fixtures in the store and cost of buildings.

(Admitted in evidence, marked "Exhibit E.")

I employed two men to watch the warehouse, and their personal effects were in the warehouse; there were no other goods of Yee Wo Chan Company there.

Q. What book is this [showing witness book]?—A. This is the amount of sales from February 15, 1899, to January, 1900.

(Admitted in evidence, marked "Exhibit F.")

Q. What book is this [showing witness book]?—A. This is goods that came from Hongkong, Japan, and San Francisco, and others during the year 1899.

(Admitted in evidence, marked "Exhibit G.")

Mr. DUNNE. I move that the examination of this gentleman be deferred until this case comes up again.

Mr. MACFARLANE. As this claim requires further consideration, we will defer further consideration of this claim until you are notified.

Proceedings here closed.

HONOLULU, HAWAII, *October 11, 1902.*

I hereby certify that the foregoing typewritten matter is a full and true copy of my shorthand notes of the testimony given and proceedings had before the fire claims commission in the matter of Yee Wo Chan Company, claim No. 75, at the place and on the dates therein mentioned, and transcribed by me.

P. MAURICE McMAHON,

Ex-Official Stenographer, Fire Claims Commission.

Subscribed and sworn to before me this 14th day of October, A. D. 1902.

[SEAL.]

H. C. CARTER,

Notary Public, First Judicial Circuit.

(Indorsed:) Fire claims commission, Honolulu, Hawaii. Claim No. 75. Yee Wo Chan Company. Copy of testimony.

EXHIBIT No. —.

No. 403. Fire Claims Commission. Claim of Jos. P. Mendonca. Amount, \$21,920.75. Filed May 31, 1901, at 10.45 o'clock a. m. J. M. Riggs, clerk. Presented by C. Bolte.

STATEMENT OF CLAIM.

The undersigned, claimant, respectfully represents that he is a resident of Honolulu, Hawaii.

That on the date of the loss, hereinafter specified, he was the sole owner of the effects and property set forth in the schedules hereto attached, marked "Exhibit C;" that the value of said property, at its value in January, 1900, is set forth upon said schedules opposite the items thereof; that said property and effects were lost by total destruction by fire on the 20th day of January, 1900, and that no part thereof was saved; that said fire occurred, as claimant is informed and believes, by order of the board of health in the suppression of bubonic plague; that the nature of the property lost is fully set forth in said schedules; that said property was situated at the time of said loss in buildings on Hotel, Smith, Maunakea, and Kings streets, in said Honolulu, Territory of Hawaii.

That said loss consisted in part of the destruction of the building more particularly described in Exhibit C; that the name of the owner of the land whereon said building stood is Jos. P. Mendonca, and the nature of the interest of this claimant in said buildings is fee simple.

That some of said property was insured and some not insured in the name of Jos. P. Mendonca, and \$3,300 of said insurance has been paid, \$1,000 by the Prussian National Insurance Company, the insurer thereof, and \$2,300 by the National Fire Insurance Company of Hartford.

That the foregoing statement of claims and schedules hereto attached do not include any claims for speculative or consequential damages, or for loss of rent, or for use of property, or for loss of profits through the interruption of business, nor any loss except the destruction of, or direct damage to, said property by fire or removal under the order or direction of the board of health, as aforesaid.

JOS. P. MENDONCA.

TERRITORY OF HAWAII, *Island of Oahu*, ss:

Jos. P. Mendonca, being first duly sworn, says that he is claimant above named; that he knows the contents of the foregoing statement of claims and of the schedules hereto attached, and that the same are true of his own knowledge, except such matters as are stated upon information and belief, and as to those he believes them to be true.

JOS. P. MENDONCA.

Subscribed and sworn to before me this 31st day of May, A. D. 1901.

[SEAL.]

R. C. A. PETERSON,
Notary Public.

RULE XIV.—In order to facilitate business, claimants are directed to present claims for losses of merchandise, goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof, upon a schedule to be marked "Exhibit A," and all claims for losses of personal belongings, jewelry, house furnishings, and other chattels upon a schedule to be marked "Exhibit B," and for all losses appertaining to buildings or of building fixtures upon a schedule to be marked "Exhibit C."

HONOLULU, *May 30, 1901.*

SCHEDULE C.—*Claim of Joseph P. Mendonca, for buildings on Hotel street, Smith street, Maunakea street, and King street, as per diagram hereto attached:*

Dimensions (feet).	Two-story buildings.	One-story buildings.
Diagram No. 1:	<i>Feet.</i>	<i>Feet.</i>
1. 20 by 22.....	440	.....
2. 25 by 28.....	700	.....
3. 60 by 35.....	2,100	.....
4.....	.....	.....
5. 55 by 30.....	1,650	.....
6. 10 by 20.....	.....	200
7. 10 by 25.....	.....	250
8. 10 by 12.....	.....	120
9. 12 by 35.....	420	.....
10. 50 by 34.....	1,700	.....
11. 55 by 20.....	1,100	.....
12. 30 by 55.....	1,650	.....
13. 30 by 35.....	1,050	.....
14. 25 by 25.....	.....	625
15. 30 by 25.....	.....	750
16. 24 by 25.....	.....	600
17. 6 by 15.....	.....	90
18. 6 by 15.....	.....	90
19. 22 by 22.....	.....	484
20. 45 by 40.....	1,800	.....
21. 40 by 40.....	1,600	.....
21. 15 by 36.....	540	.....
22. 15 by 30.....	450	.....
23. 20 by 20.....	600	.....
24. 30 by 20.....	.....	400
25. 10 by 10.....	.....	100
Diagram No. 2:	.....	.....
26. 19 by 35.....	665	.....
Diagram No. 3:	.....	.....
1. 25 by 25.....	650	.....
2. 28 by 10.....	280	.....
3. 38 by 30.....	1,140	.....
4. 14 by 36.....	504	.....
Total	19,039	3,709

19,039 square feet two-story buildings, at \$1	\$19,039.00
3,709 square feet one-story buildings, at 75 cents	2,781.75
A small house and farming tools in Kalihi.....	100.00
Total	21,920.75

ASSIGNMENT OF CLAIM.

In consideration of the sum of \$1, to me paid by Joseph P. Mendonca, of Honolulu, island of Oahu, the receipt of which is hereby acknowledged, I hereby assign and set over to the said Joseph P. Mendonca all my claim against the government of the Territory of Hawaii for damage done to my property by the spreading of the fire of January 20, 1900, on the mauka side of King street, near Nuuanu bridge, at the corner of a little lane, the value of the claim of said buildings being \$665.

M. B. SILVEIRA,

By his attorney in fact, C. BOLTE.

HONOLULU, *October 10, 1901.*HONOLULU, HAWAII, *November 4, 1901.*

Mr. C. BOLTE sworn.

The CHAIRMAN. What is it you wanted to bring out in this?

A. I don't know except that everything is examined. On Schedule C, dated May 30, 1901, Nos. 1 and 7 to be struck out,

No. 1	4
No. 2	7
No. 3	2, 10
No. 5	1, 6
No. 6	2
No. 7	2
No. 22	4
No. 23	6
No. 24	4

On Schedule No. 3 strike out—No. 1, 650 feet.

Q. You mean to take off from the total amount of \$21,920.75?— 6,630 square feet at \$1, and 850 square feet at 75 cents, making amount of claim \$14,564.

Q. Why do you withdraw this amount?—A. Because Mendonca bought that land, but I find that some people have already made claim for it; he bought the land, including the fire claims.

Q. Who are the claimants?—A. Magoon for Pulaa for Nos. 22, 23, and 24. No. 5 claim has been made by Chan Kim for some Chinese society. Nos. 1, 2, 3, and 4 have been claimed by some native people.

Q. Then this property was bought since the fire?—A. Since the fire.

Q. Every one of these?—A. Three pieces of land, with seven buildings, Exhibit No. 1, in section No. 33, which is a shop on land that Mendonca had before.

Q. Were the seven buildings all on three pieces of land which were bought since the fire?—A. Two of these pieces were already bargained for before the fire; then came the quarantine, and the thing was postponed, and the deeds were not made until May or June after the fire.

Q. How about Nos. 22, 23, and 24?—A. That is the same thing. The bargain was made before the fire and the deeds were signed after the fire, because Pulaa had been quarantined.

Q. No. 1 in Diagram No. 3 is the same way?—A. No, it is simply that Mendonca had promised the Chinaman who built the barn, by the name of Wo Sing, that he should have that money. He had made claim for it himself.

Q. Has he made a waiver?—A. Yes. Mr. Bolte filed an assignment.

Q. No. 26 has no price?—A. Sixty-five square feet.

Q. Do you wish to deduct this amount that you quote now or let them stand?—A. I think I had better let them stand, because Mendonca made the bargain before the fire to purchase them.

Regarding the insurance, I would like to say I wish it to read—

That some of the said property was insured in the sum of \$3,300, and some was not insured, in the name of Jos. P. Mendonca. Of said insurance has been paid \$1,000 by the Prussian National Insurance Company, the insurance thereof, and \$2,300 has been advanced to me by C. Bolte, insurance agent of the National Fire Insurance Company of Hartford.

I do hereby certify that the foregoing is a full, true, and correct copy of my shorthand notes, taken by me at the hearing as above before the fire claims commission.

FRANCIS MCTIGUE,
Official Reporter.

Subscribed and sworn to before me this 10th day of October, A. D. 1902.

[SEAL.]

H. C. CARTER,
Notary Public, First Judicial Circuit.

EXHIBIT No. —.

No. 434. Fire claims commission. Claim of Lahapa Mauiawa. Amount, \$31,007.50. Filed May 31, 1901, at 3.20 o'clock p. m. J. M. Riggs, clerk. Presented by J. K. Nakookoo, attorney at law.

STATEMENT OF CLAIM.

The undersigned claimant respectfully represents that she is a resident of Honolulu, Hawaii.

That on the date of the loss hereinafter specified she was the sole owner of the effects and property set forth in the schedules hereto attached, marked Exhibits B and C; that the value of said property at its cost price is set forth upon said schedules opposite the items thereof; that said property and effects were lost by total destruction by fire on the 20th day of January, 1901, and that no part thereof was saved; that said fire occurred, as claimant is informed and believes, by order of the board of health in the suppression of bubonic plague; that the nature of the property lost is fully set forth in said schedules; that said property was situated at the time of said loss in the claimant's building, near Queen street, in said Honolulu, Hawaii.

That said loss consisted in part of the destruction of the building more particularly described in Exhibit C; that the name of the owner of the land whereon said building stood is the claimant.

That the foregoing statement of claim and schedules hereto attached do not include any claims for speculative or consequential damages, or for loss of rent or for use of property, or for loss of profits through the interruption of business, nor any loss except the destruction or direct damage to said property by fire or removal under the order or direction of the board of health, as aforesaid.

LAHAPA MAULIAWA.

TERRITORY OF HAWAII, *Island of Oahu*, ss:

Lahapa Mauiawa, being first duly sworn, says that she is the claimant above named; that she knows the contents of the foregoing statement of claim and of the schedules hereto attached, and that the same are true of her own knowledge except such matters as are stated upon information and belief, and as to those she believes them to be true.

LAHAPA MAULIAWA.

Subscribed and sworn to before me this 31st day of May, A. D. 1901.

M. FERNANDEZ,
Notary Public of First Judicial Circuit.

RULE XIV.—In order to facilitate business claimants are directed to present claims for losses of merchandise goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof, upon a schedule to be marked "Exhibit A," and all claims for losses of personal belongings, jewelry, house furnishings, and other chattels upon a schedule to be marked "Exhibit B," and for all losses appertaining to buildings or of building fixtures upon a schedule to be marked "Exhibit C."

PAPA HOIKE AWIWAI I POINO.

4 Hawaiian mats, large	\$80.00
6 foot mats	18.00
1 long mat, pointed edge	25.00
1 square mat	25.00
2 round koa tables	50.00
6 koa beds with furnishings, bed lace and pillows, lace and pillow cases, 1 linen sheet, and one sheep's wool mattress	900.00
4 large bureaus	60.00
4 dozen calico chemises	24.00
4 dozen white chemises	24.00
2 dozen hand-made lace petticoats	192.00
2 dozen nightgowns	36.00
2 dozen petticoat chemises, large laces	192.00
60 linen calico garments, holokus	600.00
16 black Arabian garments, holokus	400.00
4 rough black holokus	120.00
50 silk holokus with fancy trimmings	2,500.00
20 woolen holokus	200.00
20 calico holokus	100.00
10 white linen holokus	150.00
2 dozen ladies' drawers	24.00
2 dozen undershirts	24.00
2 holokus pine leaves	48.00
1 dozen woolen sheets	144.00
1 window curtain	26.00
1 piece figured calico	13.00
8 pieces brown cotton cloth	20.00
8 pieces white cotton cloth	20.00
4 pieces white linen cloth	20.00
5 pieces of white linen	160.00
8 round mosquito nets	48.00
5 lamps	30.00
1 hanging lamp	15.00
4 house clocks	40.00
1 silver pocket watch	30.00
1 gold pocket watch	100.00
5 square koa dining tables	125.00
8 Bibles, gold printed	16.00
12 Bibles, small	21.00
1 large book, gold printed, song and hymn book	14.00
12 books, History of Mathew	6.00
1 velvet mat	50.00
2 velvet mats, long	40.00
2 velvet carpets	10.00
1 Hawaiian fine matting pillow	2.00
1 large black sofa	50.00
1 large velvet sofa	50.00
1 large bureau	60.00
1 large wardrobe	100.00
1 suit of broadcloth	125.00
3 suits broadcloth	300.00
6 suits blue flannel cloth	180.00
4 suits linen cloth	120.00
4 Chinese silk coats	20.00
1 dozen neckties	12.00
3 dozen white shirts	90.00
2 dozen Japanese shirts	24.00
2 dozen pants	24.00
2 dozen coats	24.00
2 dozen undershirts	24.00
2 dozen underdrawers	24.00
1 fancy Hawaiian mat	25.00
6 rocking-chairs	48.00
4 silk window curtains	20.00
6 pairs window curtains	60.00
2 dozen bedspreads	96.00

2 dozen feather fans of all kinds	\$24. 00
1 dozen large white feathers	60. 00
2 dozen black feathers	24. 00
4 dozen black feathers	24. 00
4 dozen red feathers	24. 00
2 spittoons	4. 00
2 fancy glassware	20. 00
50 quilts	2, 250. 00
1 counterpane	10. 00
1 dozen bath towels	72. 00
4 dozen towels	36. 00
4 dozen ladies' silk handkerchiefs	24. 00
4 dozen ladies' silk handkerchiefs, large	48. 00
4 dozen large silk handkerchiefs	60. 00
10 silk shawls	400. 00
4 Hawaiian tapes	400. 00
2 dozen linen sheets	60. 00
4 dozen linen bedspreads	120. 00
2 dozen napkins	4. 00
4 dozen pillowcases	60. 00
2 dozen ladies' fancy hats	600. 00
2 dozen ladies' fancy hats	600. 00
4 pairs gold earrings	200. 00
4 bracelets	100. 00
1 dozen gold rings	600. 00
1 dozen cuff buttons	1, 200. 00
1 dozen bottles bird's-eye seed	12. 00
2 parrot cages	6. 00
1 washstand, furnished	10. 00
8 fine Hawaiian mats	400. 00
100 plant pots	1, 000. 00
1 kukui-nut tree	100. 00
1 orange tree	100. 00
2 pear trees	200. 00
200 tie-leaf plants	400. 00
4 monkey-pod trees	200. 00
1 guava tree	100. 00
1 be-still tree	25. 00
1 breadfruit tree	200. 00
1 cocoanut	50. 00
2 ylang-ylang trees	50. 00
1 tree, onaona-iapana	25. 00
4 lehua trees	12. 00
1 flag pole	50. 00
1 oilcloth	24. 00
14 dining chairs	28. 00
2 safes for plates	12. 00
5 dozen plates	10. 00
5 dozen spoons	10. 00
5 dozen large bowls	60. 00
5 dozen small bowls	15. 00
4 hanging pictures for dining room	40. 00
1 hanging lamp	10. 00
1 dining table	10. 00
4 dozen large calabashes	96. 00
1 stove	23. 00
2 large pots	8. 00
2 large cooking pots	20. 00
2 hot-water pots	2. 00
4 coal-oil stoves	16. 00
5 poi pounding stones	25. 00
3 poi pounding boards	45. 00
1 bag kukui nuts	10. 00
2 barrels poi	4. 00
1 bag rice	3. 00
1 bag Kona coffee	12. 00
1 carpenter box, with tools	150. 00

6 pairs ladies' shoes	\$38.00
10 yards white ribbon, 8-inch	25.00
2 bolts ribbon, 20 yards	20.00
3 bolts pink ribbon	45.00
3 bolts yellow ribbon, 45 yards	45.00
20 yards red silk velvet	20.00
25 yards yellow silk velvet	37.50
25 yards black velvet	25.00
1 bath tub	70.00
3 dozen large boxes	54.00
100 bundles of pandanus leaf	1,000.00
60 sheets galvanized-iron roofing	45.00
4 shovels	4.00
1 safe and 5 plates	40.00
4 rack opala	4.00
100 bed pillows	250.00
6 mattresses	36.00
8 flatirons	8.00
1 wheelbarrow	4.00
1 grindstone	5.00
4 Oo-mahiai (Po)	6.00
7 canoe oars	17.50
1 canoe and 5 outriggers	75.00
10 large tubs	25.00
15 large koa trunks	225.00
2 small koa trunks	10.00
10 tin boxes	100.00
1 water jug	7.00
4 rolls Chinese matting	48.00
6 wicker chairs	42.00
60 bags of smooth stone	32.00
1 stone board for the door	5.00
2 cases kerosene oil	5.00
1 oil tin	1.00
1 dozen water buckets	6.00
10 agate tins for poi	20.00
1 coffee mill	1.00
4 agate-ware teapots	4.00
14 noho (chairs)	35.00
4 noho paipai (rockers)	32.00
2 bags charcoal	2.00
6 bags wool	15.00
6 pairs wool racks for quilts	3.00
20 large mats	200.00
2 Hawaiian flags	16.00
100 yards woolen cloth	5.00
Total	20,301.00

KO LEIALOHA MAU PONO AAHU.

15 suits, boy 8 to 10 years	115.00
6 cloth suits, youth from 11 to 12 years	48.00
6 cloth suits, youth from 13 to 14 years	90.00
4 pairs pants, grass	4.00
4 coats	4.00
2 dozen calico shirts	24.00
2 dozen underdrawers	24.00
2 dozen undershirts	24.00
1 dozen neckties	6.00
6 Hawaiian straw hats	36.00
6 pairs shoes	24.00
3 ladies' Hawaiian hats, straw	90.00
20 small calabashes	500.00
8 dozen fancy bamboo fans	96.00
6 dozen bags, pandanus leaf	72.00
6 dozen small mattings	360.00

HAWAIIAN INVESTIGATION.

1148

dozen fine round mattings.....	\$50. 00
fine mattings	400. 00
sewing machines.....	220. 00
hand sewing machine	15. 00
fancy hand bags	30. 00
velvet cloaks.....	24. 00
coats.....	12. 00
pairs shoes	6. 00
shirts	4. 00
trunk	5. 00
hats	10. 00
drawers.....	17. 50
undershirts.....	8. 00
sheets.....	4. 00
Total	2, 322. 50

KO RAHABA LILII HAU PONO AAHU, ETC.

dozen calico shirt waists	144. 00
silk shirt waists.....	48. 00
dozen petticoats	36. 00
dozen chemises.....	18. 00
dozen drawers.....	18. 00
dozen stockings.....	24. 00
pairs shoes	9. 00
dozen stockings.....	6. 00
braids	4. 00
corsets	16. 00
pairs ladies' slippers.....	24. 00
pairs low slippers.....	20. 00
fancy expenses	100. 00
1 kahili hulu-oo	25. 00
1 urine pots.....	4. 00
1 urine pot, large.....	2. 00
2 brooms	4. 00
2 Japanese boxes.....	6. 00
1 ivory cane, with turtle shell, complete	15. 00
1 folding chair	5. 00
4 freight receipt books	4. 00
2 receipt books	2. 50
1 book on genealogy	2. 50
4 large books.....	8. 00
2 large books with gold edges	20. 00
1 large society book	10. 00
1 Lau-olona a Kaau.....	82. 00
1 music box.....	10. 00
2 bags starch.....	20. 00
1 roll rope	1. 00
2 hatboxes	2. 00
2 pounding sticks	1. 00
4 iron scissors	6. 00
1 scissors	2. 00
2 syringes.....	5. 00
1 bag South Sea Island shells.....	3. 00
1 money box.....	10. 00
4 gold breastpins	32. 00
4 clothes brushes	4. 00
4 shoe brushes	2. 00
4 whitewash brushes	3. 00
4 scrubbing brushes	2. 00
2 paint brushes.....	4. 00
1 razor.....	5. 00
2 peacock feathers.....	10. 00
4 stove brushes.....	2. 00
2 stove polishers.....	1. 00
1 box blue paint.....	1. 00

1 box umber paint	\$1.0
1 box yellow paint	1.0
4 toothbrushes	1.0
2 bottles machine oil	5.0
1 large paint box	5.0
2 ladies' parasols	10.0
1 gent's umbrella	3.0
2 big axes	4.0
2 small hatchets	2.0

Total..... 815.0

Grand total..... 23,438.5

1 two-story house	5,000.0
1 dining room and kitchen, furnished	500.0
1 wooden building used as lodging	500.0
1 bathroom	20.0
1 outside closet 7 feet deep	60.0
1 water-closet for large building, 12 feet	40.0
1 storehouse	244.0

Total..... 6,364.0

Grand total..... 29,802.5

Heard August 16, 1902, Honolulu, Hawaii.

HONOLULU, HAWAII, *August 16, 1902.*

Fire Claims Commission, claim No. 434, for \$29,802.50. (Corrected by clerk to \$31,007.50.)

The CHAIRMAN. What is your name?

A. Lahapa Mauiawa.

Q. Do you remember the day your things were burned?—A. Yes.

Q. What day was it?—A. January 20.

Q. What year?—A. Last year.

Q. What is the amount of your claim?—A. \$29,802.50.

Q. Is that the correct amount?—A. Yes.

Q. Your claim has been corrected by the clerk to \$31,007.50, which is the correct footing. Where were the goods burned?—A. Kapuola.

Q. In whose house?—A. We own the house.

Q. Is there any other claimant besides yourself in this?—A. This claim consists of my claim, my husband's, and my children's.

Q. How many children?—A. Three. My son-in-law's was not included.

Q. How old are your children?—A. The man working for me is in this claim. Grandchildren, one 15 years and one 10 years old.

Q. How old is your daughter?—A. She is an adopted child of mine.

Q. In this claim of yours are the amounts quoted costs or values at the time of the fire?—A. They are quoted at cost.

Q. Are not some of the articles in that old, and you should have reduced the price of them?—A. Some of them are old, but I have kept them in good condition until destroyed by fire.

Q. On the first page of your claim you have four Hawaiian mats, \$60; is that correct?—A. Yes.

Q. Explain to the commissioners how you know it is correct.—A. The price of the mat when made was over \$15, so I claim \$60 for the four.

Q. On the same page, 50 silk holokus, \$2,500. Is that correct?—A. Yes.

Mr. NAKOOKOO. I would like to ask your honor to allow me to ask my claimant a few questions in regard to her personal effects destroyed by fire. I do not mean to go to work to ask her about all these items, but just a few questions.

The CHAIRMAN. You can go and do it, but not in detail, as the commission will have to go all over it again.

Mr. NAKOOKOO. Did you explain to the commissioners how you came to possess 50 holokus at the price of \$2,500?

Q. On page 5 of your claim "20 yards silk velvet, \$20." How did you have so much silk velvet?—A. The reason I had so much silk velvet is to prepare to fix dresses.

Q. How long had you kept it?—A. I don't remember. If I was to know that trouble was to come, I would have remembered the year and date.

Q. On the same page you have "100 bundles lauhaula leaves, \$1,000." How did you possess so much?—A. That is correct. I am a merchant and used to make fans and fancy things to sell, and that is the reason I had so much lauhaulu. The price of it is \$10 a bundle.

Q. On the last page of your claim is a "building, \$5,000." Is that a new house?—A. No.

The CHAIRMAN. Is that building on leased land or on your own land?—A. The building is on land owned by my husband.

Q. Is that the cost of the building of that house?—A. Yes, \$5,000. My husband is stupid; he did not know how to figure; I did all the figuring, paying of the carpenter and painter, so figured it at \$5,000.

Q. How old is that building?—A. For over two years after the building was erected it was not painted; and at the overthrow of the monarchy it was not painted until the board of health came. I protested to the board of health that they could not burn my building, as the interior and outside was sanitary, but they have burned it.

Q. Do you know the dimensions of the building?—A. I am not a carpenter; I am not supposed to know all; all I know, it was a two-story building, and there is a kitchen and dining room.

Q. Any other buildings outside of this you claim?—A. Yes.

Q. Has your building been appraised?—A. By order of the board of health my property was burned, and that is the reason the value on my building was so low.

Q. Did your husband die before the fire?—A. He died before the fire.

Q. What was his occupation?—A. He did nothing.

Witness locates buildings in block No. 5.

Government appraisement.

No. 31. Large two-story building facing lane, fair condition.....	\$425
No. 32. Storeroom	20
No. 33. Water-closet	10
No. 34. Washhouse, old	10
No. 35. In rear of (cottage) No. 30	100
No. 29. In rear of (cottage) No. 28	95

Q. How long had your husband been dead prior to the fire?—A. Five years previous to the fire of 1900.

Q. What was his occupation?—A. He was a fisherman when we were married.

Q. How long was he a fisherman?—A. And for some time after.

Q. How long ago were you married?—A. I did not count the years.

Q. How many years?—A. Do you want correct number of years?

Q. How many years?—A. Over thirty years.

Q. How long did he continue in the fishing business after you were married?—A. For many years.

Q. Did he then go into another business?—A. After he retired from the fishing business he did not do any work at all.

Q. Who made up this claim?—A. I did myself.

Q. When did you make it up?—A. I made it up after the fire at the detention house or the relief camp.

Q. Did you put it in writing at the time at the relief camp?—A. Yes, I did; and presented it to Mr. Kaulia and he passed it over to Mr. Nakookoo.

Q. Did you consult Mr. Nakookoo when you made out the claim?—A. I did not consult with anybody; they did not know my property.

Q. Did anybody make any suggestions as to the making up of this claim?—A. No.

Q. Have you that memoranda which you made up in the relief camp?—A. If you want it I will bring it, as I have it.

Q. You have it?—A. Yes.

Q. Did you make up this claim from the memoranda which you made at the relief camp?—A. Yes.

Q. At the time of making up the claim, did anybody make any suggestions as to prices which you have put opposite the respective articles in that claim?—A. Nobody suggested to me to put down the prices. I asked my adopted daughter to assist me, and she told me that I knew all the prices. The only thing she does is to wear the clothes when she gets them.

Q. When you made out the claim, did not you and your attorney discuss the different items before the claim was prepared?—A. The only thing my attorney said was, "Perhaps this claim is too much," and I said, "No."

Q. Were any changes made from the original memoranda which was made in the relief camp and the claim which was presented to the commission here?—A. It is exactly the same.

Q. Copied literally?—A. Yes.

Q. Are you in business yourself?—A. Yes.

Q. What business are you in?—A. I was a washwoman and earned money and started in business.

Q. How long ago was that when you were a washwoman?—A. For some years, and when I earned a little money started in business.

Q. How long ago did you start in business?—A. Over twenty years.

Q. What kind of business?—A. Selling fish.

Q. Do you remember the time you built that building?—A. Yes.

Q. Was Mr. Testa a boy or not?—A. Yes; I used to nurse Mr. Testa. It was a two-story house; it was a one-story cottage and was raised.

Q. How much did you put in that building?—A. I do not understand your question.

Q. That item you put at \$5,000. Is that the cost price of the building at the time it was destroyed?—A. Yes.

Q. Why didn't you put your claim down over \$5,000?—A. It was one of your business; \$5,000 I put down is for the general expense of the house.

Q. Why didn't you put down \$10,000?—A. Why should I, as it cost only \$5,000?

Q. When the board of appraisers went there were you there? Did they notify you that your building was to be burned?—A. Yes; afterwards. I was notified to pack my belongings and trunks.

Q. How many bedrooms did you have in your house?—A. One large bedroom and two beds in it; another bedroom; there was a bedroom downstairs.

Q. Explain to the commissioners how many beds you had in your room.—A. Only two at the time of the fire.

Q. How many beds have you?—A. Six beds in all.

Q. What kinds of beds?—A. We didn't have all koa beds; some were koa and some other wood. We had two pairs of laces for each bed.

Q. How much do you consider each bed is worth, including laces, pillowcases, etc.?—A. One hundred and fifty dollars each; perhaps more.

Q. How much do you think the beds are worth?—A. Thirty dollars or more.

Q. Thirty dollars for the bed; explain how you make it \$150.—A. It is mentioned in my claim.

Q. Have you any other pillows outside of the pillows mentioned in the bedroom sets?—A. Yes; hundreds of them.

Q. How old are those pillowcases, etc.?—A. Bought at different times.

Q. At the time you were married you were poor, so you could not consider these belongings bought at the time you were poor. When you built the house did you have those bedroom sets?—A. No.

Q. Can you guess how long you have had these things?—A. The beds were bought five years before the fire. The beds were bought at different times.

Cross-examination:

Q. Holokus, are they all yours?—A. They are not all mine. They belong to myself and to the other lady, my foster daughter.

Q. Have you another claim?—A. No. My daughter can not take them. They belong to me. All her belongings with mine I paid for and she can not take them away. She is my adopted daughter. She is staying with me now.

Q. Fifty silk holokus; who did they belong to?—A. Some to me and some to my daughter.

Q. How old is the first holoku; how many years?—A. I don't know. I did not count the years.

Q. In your claim it says fifty holokus—\$2,500. How long did you have the first holoku? Did you have that holoku at the time you were playing sweet with your husband?—A. No; when I had no husband I used to wear good clothes. After I was married to my husband these silk clothes were purchased.

Q. Mr. Testa is 40 years old now. Is that the oldest you have?

Q. Is it twenty-five years?—A. I did not count the number of years of the holokus I purchased. They were purchased by me during the time we were married.

Q. Do you remember when Kalakaua was appointed King, in 1874?—A. We were married before that.

Q. As a matter of fact, the purchase of these holokus commenced from the time of your marriage, anywhere from the time of your marriage up to the time of the destruction by fire at different times?—A. Yes; times when we were rich.

Q. There is an item of one black bead dress?—A. That cost—is more expensive than silk; costs anywhere from 10 cents to \$2.50 a yard.

Q. And these blankets?—A. They are new.

Q. And woolen shawls?—A. All new.

Q. Those Hawaiian mats. Were they ready-made or did you make them yourself?—A. They are made by me, and I place my labor, work and cost at \$20 each. That mat I made is thick, four layers, worth \$15 each. These are made very strong.

Q. One velvet mat?—A. Yes.

Q. Where did you purchase this?—A. Purchased by my husband but I gave him the money; \$50 it cost when new.

Q. How long ago?—A. It was bought after the big fire of 1886.

Q. These Bibles; were they a present?—A. No; I bought them; they were all new; bought at the bookstore.

Q. Why didn't you reduce them?—A. Why should I? That's the amount of money I spent on that book.

Q. Three dozen white shirts?—A. I purchased them at \$30 a dozen; three dozen white shirts at \$30 a dozen. My husband was rich and he did not buy cheap shirts. He wanted to put on style.

Q. How many clocks? You have four?—A. Yes; on my claim. When one gets out of order I buy another.

Q. How about eight bundles of white cloth, eight bales. Why did you get so much at a time and put so much money in it?—A. Because it was selling cheap, so I bought plenty of it.

Q. How long ago did you buy it; where?—A. Some was purchased at Paka's store and some at a white man's.

Q. What about this chiffonier?—A. It was a wardrobe.

Q. Built in the house?—A. No; it was movable. It was koa and worth \$100. It was very old.

Q. You have down here men's hats. Why do you put them in here when your husband is dead?—A. Because I keep his things.

Q. Four pairs gold?—A. Those are earrings.

Q. Four pairs bracelets; gold?—A. Yes.

Q. One thousand dollars, 100 boxes for plants. What sort of plants?—A. Ferns, mountain ferns—in Japanese soy tubs. They were soy and saki tubs, etc.

Q. One kukui tree; grown in the land, \$100?—A. Yes; it was large and bearing fruit.

Q. One orange tree, \$100?—A. Yes.

Q. Three pear trees?—A. Yes.

Q. Four monkey pod trees, \$200?—A. Yes.

Q. One guava tree, \$100?—A. Yes.

Q. Flag pole; how high was it?—A. I don't know.

Q. How old?—A. After the revolution.

Q. One large pot?—A. The price is there, \$8.

- Q. One gold-head cane?—A. Yes.
- Q. Small calabashes?—A. Yes; ko calabashes.
- Q. Twenty ko calabashes?—A. Yes; that is correct; \$500. Those calabashes are made by myself. Do not interrogate me so much at that point. I value them at that.
- Q. You value them at \$500; how much apiece?—A. You are a rich man, why don't you find out?
- Q. Six dozen small mats?—A. Those mats I made to sell; I made them myself.
- Q. Sewing machines?—A. I had four sewing machines. I had four dozen waists which belonged to my grandchild.
- Q. Fence around yard, \$100?—A. Yes; it was burned by fire. I have answered all the questions, do not ask me again, I will not answer any more.
- Q. If Mr. Testa was 10 years old when your husband built the house, then it is fair to presume the house was 30 years old?—A. (No answer.)
- Q. Are you your husband's heir?—A. (No answer.)
- Q. Property insured?—A. No.
- Q. How much taxes do you pay?—A. I don't remember. I will answer that question when I get what taxes I paid to the government.
- Q. Did you pay any taxes on all these personal effects?—A. Yes; but don't know how much.
- Q. How can you put a value of \$50 on those holokus; some were old, and some worn?—A. I have testified before that some were very expensive, but have averaged it down to \$50 each.
- Q. What about these hats, one dozen? Is it \$200?—A. Yes; they are correct.
- Q. Are they foreign or Hawaiian?—A. Foreign made.
- Q. Did you have them for sale?—A. I bought them for my own use and for my adopted daughter.
- Q. You have 48 hats?—A. Yes.
- Q. Twelve gold rings?—A. Yes.
- Q. Forty-eight pair sleeve buttons, gold?—A. It is not within your authority to stop me from purchasing as much as I like; it is not your business.
- Q. Where were these sleeve buttons bought at \$25 a pair?—A. I forget—a store.
- Q. Did you buy them all at one time?—A. No.
- Q. Buy them all at one store?—A. No.
- Q. Can you give the name and address of any single store at which you bought any of these things?—A. I do not see the persons who owned the stores in town; they have all gone now.
- Q. Were these all your own personal effects?—A. The mats and fans were for sale; the rest are my personal effects.
- Q. Are the gold rings and bracelets and earrings for sale?—A. No; for my own use.
- Q. Those hats, two dozen; where were those purchased?—A. From foreign store; some on Fort street at Sach's.
- Q. Four quilts?—A. Yes.
- Q. Where did you keep all these things?—A. My house is a large house.
- Q. How long did you have these kapas?—A. Those are very new quilts; never been washed; I consider a quilt when it is washed is old.
- (Case continued to be recalled.)

AUGUST 16, 1901.

Claim No. 435, \$513.75.

Mrs. KAHALE WAI, sworn.

Q. What is your name?—A. Kahale Wai.

Q. What is the amount of your claim?—A. \$513.75.

Q. Have you any other claims besides this?—A. This is mine and my husband's.

Q. Is that claim correct?—A. Yes.

Q. Where were these goods?—A. At Kapuukola.

Q. What house?—A. My mother's; the house belongs to her.

Q. Do you remember the day it was burned?—A. Yes; January 2 of this year; last year.

Q. What is your occupation?—A. Selling fish with my mother.

Q. On what street were these goods at the time of the fire?—A. On Queen street near Kekaulike.

Q. Have you put these goods in at what they cost you?—A. Yes.

Q. How old are these goods?—A. Some were very old; I do not know how long.

Q. Got anything new?—A. Some were new.

Q. Which were in the greater proportion, old or new things?—A. About the same.

Q. Half and half?—A. Yes.

Q. What do you earn a month selling fish?—A. Over \$100 sometimes. This time it is dull; there is no business.

Q. Was that \$100 your mother's or your share?—A. I am working under her, and we together earn over \$100.

Q. What interest have you in this fish-selling business?—A. Whatever she gives me.

Q. You have no fixed interest, fixed by contract, in this booth?—A. No.

Q. Is that what you take in, \$100 per month; does that mean gross or net?—A. No; it is gross receipts.

Q. How much of this \$100 is profit?—A. We pay \$20 for rent of the booth and the balance is profit.

Q. This fish costs something?—A. \$100 net.

Q. Didn't you say it was \$80?—A. The \$20 is to be deducted out of the \$100.

Q. How much do you deduct from the \$100 for the purchase price, cost price, of the fish you deal in?—A. It is \$100 net after deduction of expense of buying fish. We clear \$100 a month; \$20 is for the booth and we clear \$80 net.

Q. Did you make up this list of things from memory?—A. Yes, after the fire.

Q. Did you ever get any of your property back from the warehouse?—A. No.

Q. Does this claim include property belonging to your husband?—A. Yes.

Q. Has your husband another claim against this commission, any other except this one?—A. No; that is all we have.

Q. Are you familiar with the cost of boat oars?—A. I do not know. I had better ask my husband.

Q. You have sworn here that this pair of oars cost \$18?—A. You will please excuse me.

Q. Now you say you wish to be excused from answering a question of that kind and that I had better ask your husband. Am I to understand that you signed your name and swore to claims before the commission involving matters you knew nothing about?—A. In regard to the household goods I swore, because I know them, but in regard to other matters my husband will testify.

Q. Why did you sign this claim?—A. No answer.

Q. Why did you swear to the value of things you knew nothing about?—A. No answer.

Q. Why didn't you tell the Government attorney that your husband put the value on the goods? Did he?—A. Yes.

Q. You have here six woolen suits, \$108.—A. No answer.

Q. Where are all your clothes?—A. They are in my mother's claim.

KALA sworn.

Q. You are the husband of Kahale Wai?—A. Yes.

Q. You have here in this claim six woolen suits, \$108. How old are those suits?—A. Four years.

Q. Did you buy them all at one time?—A. No.

Q. What years did you buy them in? You said they were all four years old; you must have bought them all in one year.—A. Two suits of clothes were made in California.

Q. When was that; what year?—A. Nineteen hundred.

Q. The fire was in January, 1900?—A. I arrived here in June, 1899. It was in 1899.

Q. When did you have those suits made in California?—A. In the same year I returned.

Q. What did you pay for them?—A. Eighteen dollars a suit. They were not ready-made suits, they were tailor-made suits.

Q. Where did you buy the other two suits and when?—A. They were made here on Nuuanu street; those are the four suits made here four years ago; the other two suits were not a year. Four years prior to the fire the other suits were made.

Q. What did you pay for those?—A. Eighteen dollars a suit.

Q. Where did you buy them on Nuuanu street?—A. Sing Tai's.

Q. What about one oar, \$18?—A. Six pairs oars.

Q. You have here one oar, \$18?—A. Six pairs oars at \$18—12 oars at \$18.

Q. What were you doing with those oars up there?—A. That is my trade—a boat boy.

Q. These six boat cushions, have they velvet or silk covers?—A. Cushion covers.

Q. How old were they?—A. About six or seven months.

Q. You have here six white shirts, \$12. Do you pay \$2 apiece for shirts you wear?—A. Yes.

Q. Where did you buy them?—Iwakami's on Hotel street, and some in the store opposite.

Q. What kind of a shirt was that "stiff bosom;" like what you have on now?—A. No; it was new style.

Q. They have it now?—A. At the time I purchased they charged me \$2 apiece.

Q. How much did you pay for the shirt you have on now?—A. Two dollars.

Q. Where did you buy it?—A. Next door to Kash, Ozaki's.

Q. Hadn't you worn all those clothes more or less?—A. Some were worn by me, some were not; of the suits I had made in California on I had worn and the other I had not.

Q. You have here six men's hats, at \$5 each. Are you a man of such financial condition you can carry six hats, at \$5 apiece?—A. Two hats were bought in California and four hats were purchased here at \$5 each.

Q. Where did you buy those hats?—A. In Honolulu. I bought the bunch of Ewa, and my wife had some on to weave.

Q. Where did you buy the two hats you bought in California?—A. On Market street, San Francisco, at a furnishing store by the name of "Wood." One is a black hat and one a French color. I think the man in the store thought I was a stranger and he would soak me.

Q. This gold watch, where did you buy that—\$70?—A. I had the watch about eight years; it was bought at the jeweler shop next to the Empire saloon on Hotel street. A Haole store.

Q. Which side?—A. Opposite to the Empire saloon, mauka side of Hotel street. At present there is a restaurant there.

Q. What did you pay for it?—A. Seventy dollars.

Q. What make was it?—A. Waltham movement.

Q. What is your occupation?—A. Boat boy.

Q. What do you get a month?—A. Sometimes \$10 a day; sometimes more, sometimes less. I can not average. Sometimes \$20 a day; when the transports came here and stay outside the harbor, we make \$30 a day.

Q. Do you own your own boat?—A. Yes.

Q. How many boats have you?—A. Six boats.

Q. What do you do with six mosquito nets?—A. The reason I have plenty is because when one gets dirty I put on another.

Q. How many beds in your house?—A. Two.

Q. Use three mosquito nets to a bed?—A. Yes.

Q. Don't you think the prices you have put here on these articles this claim are very exorbitant, in consideration of their dating back some years past, being so old?—A. No.

Q. How do you know you had a cord of wood there; did you measure it?—A. No; I didn't measure it; but I know the wood I had picked up adrift in the sea. I value it at \$5.

Q. You have here a cord of wood; one pile of wood?—A. Yes.

AUGUST 16, 1901.

Examination of Mrs. KAHALE WAI:

Q. Were you familiar with all these things that are in your mother's claim (claim 434) and contained in this house destroyed by fire?—A. Some I know, some I don't. There was a large amount of property in the building.

Q. Do you know that your mother had 50 silk holokus in the house?—A. Yes.

Q. You know she had those 50 silk holokus?—A. They did not all belong to my mother; some of them belonged to me.

Q. How many did you own?—A. Four.

Q. Then your mother owns 46?—A. Yes,

Q. Are the oldest of them thirty years old?—A. She has those silk dresses since I was young.

Q. Did you ever see any of this jewelry that your mother has made claim for?—A. Yes; I know something about it. I know she had some jewelry; that is, a bracelet, chain bracelet, with lock.

Q. Do you know where your mother bought those things?—A. No, I don't; only she brought them home.

Q. Do you know that there were four dozen bracelets?—A. Four pairs is all I know.

Q. She had gold rings. How many gold rings do you recollect your mother had?—A. I do not know how many rings my mother had.

Q. Do you think your mother had twelve or ten gold rings. Did you ever see your mother have twelve gold rings?—A. I saw she had rings on, but I didn't count whether it was twelve or not; I can not say.

Q. Do you think she had twelve gold rings there in a box?—A. We have lost some rings, and I think she had twelve; I think plain gold rings like this [showing wedding ring]. Some have stones in.

Q. Were there any diamonds in them?—A. I don't know.

Q. Fifty dollars a ring?—A. I think that is correct.

Q. Did you ever see a dozen gold rings in your mother's possession at one time?—A. I saw the gold rings, but can not say whether there is a dozen or not.

Q. What were these 100 plants; were they glass tubs?—A. Japanese saki tubs; some were wine barrels; some opu barrels; those are wine kegs.

Q. How many of those did you see around the place?—A. It is specified in the claim.

Q. Do you know if there was 100 there?—A. My mother must know, as she has put it down in the claim.

Q. Did she count them before the fire?—A. I don't know?

Q. Did your mother run a botanical garden there?—A. She had ferns there.

Q. Have you seen your mother's claim? Have you read it over?—A. I have seen the claim, but did not read it item by item.

Q. Did you assist your mother in making this claim up, as far as you are concerned in your own personal effects?—A. No.

Q. You were told by your mother that your claim was put in with hers?—A. When my mother fixed the claim she told me at the time that my claim was included in hers, and I didn't bother or ask her to let me see the original claim, as to whether she got it down correctly or not. She is smarter than me.

The CHAIRMAN. Mr. Nakoko [attorney for claimant], did you make up this claim? Did you have the original of Lahapa Mauiawa's claim before you in typewriting this claim? Did you typewrite this?

A. No; I did not do it. I hired some boys to do the typewriting.

Q. Did you have the original that you compared with this claim of Lahapa Mauiawa's? Was her original claim filed with you?—A. The boy compared it.

Q. What has become of Lahapa's claim?—A. She gave it to me, and I gave it back to her.

Q. Did you check this up with the boy's work?—A. No.

Q. There is evidence, as far as one item is concerned, that there are four pair of bracelets instead of four dozen. It is in regard to this discrepancy that I would like to see the original claim filed with you.

Mr. Nakoko, you are to produce the original memoranda from which you made up this claim No. 434 before this commission at the earliest possible time.

(Claim No. 6114.)

HONOLULU, HAWAII, *September 13, 1902.*

Examination of ALEO SMITH, in re claim No. 434. (Testimony bearing on claim No. 434.)

The CHAIRMAN. Didn't you store those nails away?

A. No. There were several thousand dollars worth of property stored away I didn't charge the commission with.

Q. What were they?—A. Calabashes.

Q. What did you do with them?—A. Buried them in the ground.

Q. Why didn't you bury the nails?—A. I was sick at the time of the fire, and the nails were too heavy.

Q. Did you save those things you buried?—A. Some were saved, some stolen.

Q. But nothing was burned?—A. Nothing was burned, as I dug a very deep hole. I knew that the calabashes were very valuable, and if I make claim for it would not get half of it back.

Q. How came you to dig this hole when you were sick at the time of the fire?—A. I have two brothers and Kahananui.

Q. Can you inform this commission of anybody else in your neighborhood that did the same as you did?—A. Yes.

Q. We would like to have a list of those names if you could tell us.—A. Kekipi (w), Lahapa Mauiawa. That's as far as I know.

Q. Have you heard of any more?—A. No.

Q. Were all Lahapa's calabashes buried?—A. That is what I think.

Q. Did you see the hole yourself and see the calabashes going in?—A. She came to me for advice and asked me what would I advise her to do in regard to the calabashes. I told her at the time that the calabashes were valuable, and the best thing to do was to dig a hole and bury them, so I asked one man who is living with me in my house to dig the hole for Lahapa.

Q. Did you dig the hole for Lahapa?—A. No; two men, at \$2 a day paid by Lahapa.

Q. Who was your man?—A. Kalama.

Q. How many days did he work?—A. Two days he was working digging the hole.

Q. Did you yourself see this man digging the hole?—A. Saw the hole and saw Kalama dig it.

Q. Did you see the calabashes being put in the hole?—A. I did not see the calabashes when they were put in the hole, but when Kalama came back I asked Kalama, "How is it, have you completed your work?" and Kalama said, "Yes; we have completed our work and everything has been placed in the hole and corrugated iron was placed on top, and lumber."

Q. Lumber?—A. Lumber and boxes were placed inside the hole, and lumber and corrugated iron covered it, then dirt on top.

Q. Did you see the hole after it was dug?—A. Yes. It was as long and as wide as the table that the commissioners are setting at. [Table used by the commissioners 4½ by 12 feet.]

Q. Where is Kalama?—A. Fishing.

Q. Did anybody besides Kalama see this hole being dug?—A. I saw him this morning at the fish market; he is living on the Kahana premises.

Q. Was there anybody else besides Kalama that dug this hole?—A. There is another man besides Kalama, named Kahauanu.

Q. Where does he live?—A. With Lahapa.

Q. Where is she living?—A. Living with Lahapa where she is now, residing in Kawaihao lane.

Q. Did Kalama tell you that anything else besides these calabashes were put in that hole?—A. I asked Kalama (Kalama didn't tell me anything at all) whether Lahapa has all her calabashes buried. Kalama told me that all the calabashes were buried; besides, some other pretty things in the house were also buried.

Q. Have you ever seen Lahapa's calabashes?—A. Yes, I saw them.

Q. How many did she have, about?—A. Over ten.

Q. Did she own more than ten?—A. Yes, over ten.

Q. Twenty?—A. I can not say how many, because we were very excited at the time we were looking at Lahapa's calabashes. I was trying to save my own.

Q. Have you seen them since the fire, the ones you saw before the fire?—A. I have not seen Lahapa's calabashes since the fire, but the man I sent to go and get my things that were buried told me that Lahapa's calabashes and things were all in good condition and saved from the fire.

Q. Who were these men?—A. Kahananui, Kekela, Kekela's wife, Pahale. There were several others—I don't know their names—but when they come to the place where I bury my things, my things were already dug up by somebody, and some were stolen.

Q. Are those people whose names you have given the commission—did any of them assist the digging up of Lahapa's things?—A. That I can not state; perhaps she has her own men there. At the time I was sick the men reported to me so many calabashes missing. I was very sorry, and asked how were Lahapa's things, and the man said Lahapa's things were all saved.

Q. Did this party that told of Lahapa's things being saved—what goods other than calabashes did you learn were put in the hole?—A. I can not say; I only know the things that Kalama told me; that some other valuable things were buried other than calabashes.

Q. Did Kalama know how many boxes or trunks were placed in this hole by Lahapa?—A. I think Kalama told me there were two boxes buried, besides other bundles; some packages, besides the two boxes.

Q. And the size of the hole was about the size of this table?—A. About the size of the commissioners' table.

Q. How deep was it?—A. About 5 or 6 feet deep.

Q. That is the size of the hole that Lahapa had dug to put in these effects for which she has claimed against the government—about 12 feet long, 4½ or 5 feet wide, and 5 or 6 feet deep?—A. Yes.

Q. After the goods were placed in, it was covered with boards, then corrugated iron, and then dirt?—A. Boards over the things, corrugated iron, and then covered with dirt.

Q. Did you see the hole after the fire?—A. Yes.

Q. Was there anything in the hole when you saw it?—A. No; the dirt was dug out and it was empty and everything had been removed.

Q. Do you know that Lahapa put a claim in to this commission for

these calabashes that were buried in that hole?—A. I have heard that Lahapa had a claim, but for what amount don't know.

Q. Did you hear that Lahapa had a claim for these calabashes that were buried?—A. I heard it.

Q. You heard that Lahapa had a claim against this commission for calabashes that were buried and afterwards recovered?—A. Yes, that's what I heard, I think.

Q. Do you know the name of the men or man who dug the hole for Lahapa's things?—A. Yes; I know it was Kalama. He was hired at a day.

Q. Give the names of the parties that you know were engaged in digging the hole before the fire for Lahapa?—A. Kalama and Kahauanu.

Q. Where is Kahauanu living?—A. I think he is with Lahapa.

Q. How long were they engaged in digging this hole which you describe?—A. Two days, I think.

Q. How much were they paid for it?—A. Two dollars a day.

Q. Are they the men that put the goods in the hole?—A. The first day I went there I saw them two digging the hole, and the following day I didn't go there, but when Kalama returned I asked him and he told me that they had buried Lahapa's valuables.

Q. And did Kalama assist in the burying of them?—A. Yes.

Q. Who else?—A. Kahauanu.

Q. Do you know who it was that dug up the goods and removed them?—A. No; I don't know.

Q. Do you know if these men put them in?—A. I can not say whether Kalama or Kahauanu, but thought that Kahauanu did, as he is working under Lahapa.

Q. What was the size of the hole you dug for yourself?—A. About three-fourths of the table, about 3 by 8 feet [table with maps on].

Q. How deep?—A. About 4 feet deep; there was coral.

Q. Did you cover the hole you had dug in the same way as Lahapa?—A. I had no corrugated iron. I had some kahilis, about \$15 each, buried them in; but at the time of the fire the water went and they rotted.

Q. There was nothing damaged by the fire?—A. Nothing destroyed by fire, but damaged by water.

Q. When you put your calabashes in the hole, did you put them in a box or put them right in the dirt?—A. In a box.

Q. And you have not put in your claim any of the goods that were put in the hole and saved?—A. No.

Q. And all of these goods that are in your claim were lost by fire?—A. Those are the things destroyed by fire and removed by the government.

Q. What is your occupation now?—A. Down at Waialua, building boats for the hotel.

Q. What was your occupation at the time of the fire?—A. Had nothing to do at the time of the fire; was sick.

Q. Where were you living at the time of the fire; and where you dug your hole, how far was it from Lahapa's place?—A. Her place on the Waikiki side of Kekaulike and my place on the Ewa side, about 150 yards from her place.

Q. Yards or feet?—A. One hundred and fifty yards.

Q. Did you see Lahapa to talk with her any time after the fire?—A.

Q. Did she say anything about whether or not she had followed our advice?—A. I didn't ask her anything about that.

Q. Did she refer to it in any way at all?—A. She asked me how my things were; I told her they were rotted, and some were stolen, and did not ask her about her's.

Q. That is a conversation you had since the fire?—A. That is some time ago, when I went down to the fish market to buy fish; since the fire.

Q. About how long after the fire?—A. I have seen her lots of times, but did not have any conversation with her; it was about March this year when we had the conversation.

Q. In one of your conversations you had with Lahapa since the fire she asked you the condition of the things you had buried?—A. Yes.

HONOLULU, HAWAII, *September 13, 1902.*

Examination of KAHUANU, sworn.

The CHAIRMAN. What is your name?

A. Kahuanu.

Q. Were you employed by Lahapa Mauiawa to dig a hole in which to bury some of her things?—A. Yes, but she never spoke to me; she spoke to Kalama.

Q. You assisted Kalama in digging this hole?—A. Yes.

Q. What was the size of this hole? Was it as large as the commissioner's table?—A. Yes, about that table, more than that; it was over 10 feet.

Q. How deep was that?—A. About waist deep, 3 feet or more.

Q. How wide was it?—A. Two to 3 feet wide.

Q. Kalama assisted you in digging this hole, did he?—A. Yes.

Q. Who asked you to dig the hole?—A. Kalama came and asked me to dig the hole.

Q. Did you have any conversation with Lahapa at all regarding this hole?—A. No.

Q. Did you assist Kalama in putting these things of Lahapa's in this hole?—A. Yes.

Q. What did you and Kalama put in this hole? Describe the things you put in this hole.—A. Some wooden calabashes, some calabashes, some kahilis, and some other things in bundles which I can not describe, and pictures.

Q. These things in bundles that you can not describe, how large a bundle were these?—A. Three small koa trunks we buried inside the hole, and a long bundle that contained the kahilis, and one little bundle.

Q. How big were those koa trunks?—A. About the size of this table, but it is too high [pointing to stenographer's desk—regular medium-size camphor-wood trunk].

Q. Could you not tell more definitely if that trunk was long, how many feet wide and how many feet deep? Was the trunk as big as that [pointing to camphor-wood trunk in court]?—A. About the size of the iron chest in the court, with the exception of the height, which was about two-thirds of the height of this chest.

Q. How did you know they were Lahapa's things when you did not have a talk with her?—A. The things were brought from Lahapa's house.

Q. Was she there?—A. She was there standing and looking on.

Q. And saw the things put in the hole?—A. Yes.

Q. You said three trunks; three of these trunks; when they put them down in the hole, were they heavy?—A. No, not heavy.

Q. If the hole was this size [illustrating], was this hole all completely filled with things?—A. About half the hole was filled.

Q. Had you any idea of what was in those trunks?—A. No, I did not know.

Q. Were the kahilis destroyed? Did you dig those things up and bring them back to Lahapa's place?—A. No.

Q. Who dug those things up; not to take them down to her house but who dug them out of the hole?—A. Kahale Wai (w).

Q. Do you know that from hearsay, or did you see her do it?—A. Hearsay; I do not know who sent her.

Q. You didn't see her?—A. No.

Q. Who told you?—A. I was out, and on my return saw the things at Lahapa's place, the things that we buried, and I asked who we after them, and Kahale Wai said they did.

Q. After the fire you saw the things at Lahapa's house?—A. Yes.

Q. Were they valuable things?—A. The calabashes were valuable; the contents of the trunks I don't know. That is a thing I did not ask, as I had no right to ask what the contents of the trunk were.

Q. Did you help to dig the hole for Alec Smith?—A. No.

Q. Do you know of anybody else that assisted in getting these things out of the hole?—A. No.

Q. Could you say for a certainty that one of those bundles you put in the hole contained kahilis? Could you say that for a certainty?—A. In one bundle I actually saw the kahilis inside. All her calabashes were buried in the hole; she only had wooden calabashes.

Q. How many days before the fire?—A. One day digging and burying, and the next day the fire came.

Q. Who assisted you in digging the hole?—A. I assisted Kalama.

Q. Anyone else?—A. No.

Q. No one else came there while you were digging?—A. Nobody came there except myself.

Q. What time of the day was it when they put the goods in?—A. Two o'clock in the afternoon.

Cross-examination:

Mr. DUNNE. Who told you to dig this hole?

A. Kalama.

Q. At the time he told you, where were you?—A. I was in the yard of Lahapa.

Q. Was Lahapa there herself while the hole was being dug?—A. She was upstairs.

Q. Did she see you digging the hole?—A. Yes.

Q. Were you paid for your labor in digging that hole?—A. Kalama and not myself, no.

Q. Who paid Kalama?—A. Lahapa.

Q. How do you know she paid him?—A. I am only guessing.

Q. Did Kalama say anything to you about being paid by Lahapa?—
Yes, that's what he said.

Q. When you had the hole dug what did you put into it?—A. Three
all koewood trunks.

Q. Anything else?—A. Some wooden calabashes in the trunk, three
one and two in another.

Q. What was in the third trunk?—A. Empty trunk; nothing in it.
I did not open it or look at it.

Q. Do you know of your own knowledge what was in the three
trunks?

Tell him to be careful about his answers; and if he does not tell the
truth, he is liable to run up against a very serious proposition.

If you know, and if you do, state what was the contents of those
three trunks.—A. Those two trunks were very old; I think they were
bought at the time Kalakaua, the king, was a child running around.

Q. We do not ask you about the King, but what was in those
trunks?—A. One trunk I did not see the contents of.

Q. What was in the other two?—A. The contents of the three
trunks I don't know anything at all about. What I am testifying now
is all wrong; the calabashes were outside.

Q. Do you mean now to say that you did not know what the con-
tents of those trunks were, or any of them?—A. I did not know the
contents of the trunks.

Q. You lied when you testified that you did?—A. I am wrong when
I stated I saw the calabashes in the trunks.

Q. Were there any calabashes in that hole?—A. I only saw five
calabashes.

Q. Were they in the trunks, or outside?—A. Outside of the trunks.

Q. Then we come to this: That in the hole were three koa trunks
and five calabashes?—A. Yes.

Q. Were these calabashes polished or unpolished?—A. They were
wrapped up in cloth; don't know whether they were polished or not.

Q. In addition to the three trunks and the five calabashes, was there
anything else in the hole?—A. Some kahilis—a bundle of kahilis
wrapped up in a piece of cloth.

Q. Do you mean to say there was a package, a parcel, a bundle
wrapped up with a cloth, the contents of which you felt to be those
things, or did you see those things that were there wrapped up with a
cloth? I want to know if you are testifying to a fact or an infer-
ence.—A. Kahilis; I actually saw them; I didn't count how many
there were.

Q. We have the three trunks, five calabashes, and this parcel. Was
there anything else in the hole?—A. Some rubbish of no value.

Q. What was this rubbish of no value?—A. A bundle; I did not
know the contents.

Q. Was there any other rubbish in the shape of a bundle the con-
tents of which you did not know?—A. That's all.

Q. Anything else in the hole?—A. That's all.

Q. Describe that hole fully. Tell how wide it was, how deep it was,
and all that.—A. One fathom and 2 feet long—8 feet.

Q. How deep?—A. About 3 feet deep.

Q. How wide?—A. Three-fourths of the table (commissioners' table).

Q. It has been said here that when the hole was dug and finished

it was as deep as to a man's armpits. Is that so?—A. I should say I know more than anybody else, because I dug the ground.

Q. When these things were put in there, what was done with them?

A. Corrugated iron was placed on top, then dirt, and it was covered.

Q. Who put these things in the hole; who actually placed them there?—A. Kahale Wai passed them to me and Kalama put them in the hole.

Q. So that Kahale Wai handed you the various things that were put in that hole, didn't she?—A. Yes.

Q. And while all this was going on Lahapa was there on the premises and saw some, at least, if not all, of everything that was done?

A. That I can not say, because my eyes were not turned in that direction.

Q. When the corrugated iron was put over these things, what was put over the iron?—A. Dirt.

Q. After that was done, what became of you?—A. That is all I don't know.

Q. Did you have any talk with Lahapa there that day?—A. No.

Q. Did you have any talk with her daughter?—A. No; not after I finished my work.

Q. At any time that day, while you were on the premises, did you have any talk with either of them?—A. Yes.

Q. Which of them?—A. With Kahale Wai.

Q. What talk did you have with her?—A. She said, "You had better help Kalama."

Q. What was Kalama doing at the time he was needing help?—A. Preparing to dig.

Q. Did she say anything else?—A. That's all.

Q. Did she or her mother make any statement to you or to Kalama in your presence, about the purpose of this hole, or what was to be done with it or the things that went into it?—A. She was upstairs and did not say anything.

Q. Did the daughter say anything?—A. She didn't say anything except only that I had better help Kalama.

Q. After this was all over and after the fire took place, did you have any talk with Lahapa or her daughter about this hole?—A. No.

Q. Now, these three trunks that went into this hole—were they about the same size, or was there a difference?—A. The same size.

Q. Who put them into the hole, you and Kalama?—A. Yes.

Q. When you took hold of them to put them in the hole did they feel light or heavy?—A. The three trunks were brought to the edge of the hole. One I handled and supposed it to contain nothing. The other two trunks which she testified she handed to Kalama.

Q. The one that you touched—was that light or heavy?—A. Light.

Q. Who brought these trunks from the house to the hole?—A. Supposed to be brought by Kahale Wai, but I don't know.

Q. Didn't you swear this morning that you went into the house and brought these things from the house to the hole?—A. No I; did not.

SEPTEMBER 13, 1901.

Cross-examination of Mrs. KAHALE WAI:

Q. Just before the fire, where did you live?—A. At Lahapa's place.

Mr. DUNN. I think it is the proper thing to tell you that you must tell the truth here, because if you do not tell the truth the law calls

it a crime, and whatever you say here will be written down in short-hand, and if the law should put its hand on you hereafter anything you say here now may be used against you. I want to warn you fully before you are asked any more questions, so that you can not say hereafter that this commission or anybody connected with it took any advantage of you.

Q. Where did your mother live?—A. Kapuukola.

Q. In Honolulu—on this island?—A. Yes.

Q. You and your mother both knew, did you not, that the bubonic plague was here in this city before the fire?—A. Yes.

Q. You also knew that the board of health was trying to stop this spread of that disease by burning down places, didn't you?—A. Yes.

Q. You knew this, didn't you, before the fire occurred that burned your place?—A. Yes.

Q. How long before the fire that burned down your place had you known that the board of health was burning down places here and there throughout the city?—A. The same year.

Q. In the place that your mother lived—what kind of a place was it; was it a house and yard, including house and yard?—A. House and yard.

Q. Was the yard back of the house, in front of the house, or on the side of the house?—A. Surrounding; the house was in the middle of the yard.

Q. Were there any neighbors living close up to where you were living?—A. Yes.

Q. After you learned that the board of health was burning down places in order to prevent the spread of the plague, did you have any conversation with your mother about the chances that the board of health might burn down your place?—A. No.

Q. Was there never any talk at all in the house, either about this disease and about the burning down of places?—A. It was a known fact that wherever the disease was the place would be destroyed.

Q. When was it that your mother's place was burned down?—A. January 20.

Q. Before the 20th of January was there any talk? Did you ever hear your mother say "Well, they may burn down this place" or "They may burn down the neighbors'?"—A. No.

Q. Did you ever hear your mother talk about trying to save property in case there should be a fire?—A. No.

Q. Did you ever hear your mother talk about any of these fires at all?—A. No.

Q. On the day when your place was burned down, could you see the fire before it reached your place?—A. No; never saw the fire at all.

Q. Take a period two or three days before the fire occurred, were you at your mother's house during those two or three days?—A. Yes.

Q. And during that time did you see any digging done around the house anywhere?—A. Yes; Friday is the day that the hole was dug for the purpose of concealing valuable things.

Q. Where was this hole dug?—A. Near the corner of the house.

Q. That is to say, in this yard that was surrounding your mother's house?—A. Yes.

Q. Who dug that hole?—A. That man there [pointing to Kahauanu].

Q. This man present here in the court room dug that hole, did he?—

A. Yes; that man and another man; they were hired by my mother to dig that hole.

Q. What are the names?—A. Kalama and Kahauanu.

Q. How do you know your mother hired them?—A. Because one man—Alec Smith, the deaf man—came in our yard and talked that things were buried in the ground; so when my mother heard it she ordered this man and Kalama to dig the hole.

Q. Were you there at the time that your mother ordered these men to dig the hole?—A. Yes.

Q. And you heard your mother tell him to dig this hole, did you?—A. Yes.

Q. You were right there at the time?—A. Yes.

Q. Now, when your mother told him to dig the hole, did he go and dig it?—A. Yes.

Q. While he was digging it, was your mother there?—A. She was upstairs.

Q. At any time while the hole was being dug, did your mother see the hole being dug?—A. Yes; she was upstairs looking on.

Q. How long did it take them to dig this hole?—A. They started at 8 o'clock in the morning, and in a little while the hole was complete.

Q. How big a hole was this hole they dug? Was the hole as big as the top of the desk I am sitting at—the opening of the hole, I mean?

A. I could not tell the size of the hole.

Q. Could you tell how deep the hole was?—A. About the height of the desk.

Q. When these men were digging the hole, when they got the hole down, I suppose they stood in the hole and threw the earth out?—A. No; the man was not hid by the hole.

Q. Was the hole as deep as a man is high?—A. Up to their arms [illustrating].

Q. Now, when the hole was dug, what became of the men who dug it?—A. After the hole was dug the two men came out and asked, "What are you going to put in the hole?" and I said, "two flatirons and one tin."

Q. What was the next thing that happened?—A. Two koa-wood trunks, that size [illustrating].

Q. About 3 feet?—A. Yes; about 3 feet each.

Q. What was done with those two koa-wood trunks 3 feet each?—A. Buried.

Q. Anything else put into the hole?—A. Some unpolished calabashes.

Q. About how many?—A. Five.

Q. Anything else put into the hole?—A. That is all I saw.

Q. While these things were being put in the hole, who put them there?—A. I lifted it to the edge of the hole and that man put it in the hole.

Q. Where was your mother while these things were being put in the hole?—A. She was upstairs, fixing the things in the room upstairs. Put all our valuables in the trunk, intending to move—to leave the house.

Q. Do I understand that your mother put their valuables into these two trunks that were put into the hole?—A. Not in those two trunks that were buried, but in the big koa trunk.

Q. What became of the big koa trunk?—A. Destroyed by fire. We moved it to the street.

Q. What was in the two koa trunks that were put in the hole?—A. Those calabashes just described.

Q. Anything else?—A. That is all.

Q. So that all that went into that hole was two koa trunks, and in those trunks were some calabashes?—A. Yes.

Q. When these articles were put into the hole, what was done with the hole?—A. It was covered.

Q. Covered with what?—A. Corrugated iron was placed upon the trunk and then filled in with dirt.

Q. Who did that?—A. Those two men.

Q. And when that was done what became of the two men.—A. Pau, that's all.

Q. Did they stay there or go away?—A. After they completed their job they went away.

Q. Before they went away, after they finished their job, did your mother pay them anything for their work?—A. No; they were not paid there, but at the detention camp.

Q. How long after the hole was dug were they paid?—A. I can not say how long.

Q. Who paid them?—A. My mother.

Q. Did you see your mother pay them?—A. I heard that she paid them.

Q. How do you know your mother paid them? Did you hear that from your mother?—A. I asked Kalama if my mother had paid them or not.

Q. Did ever you have any talk with your mother about paying for this hole, or about the things that were put in there?—A. No.

Q. Neither the hole nor its contents never was mentioned between you and your mother from that day to this?—A. No.

Q. After the fire was over, did your mother go back there to where the hole was?—A. Yes.

Q. When she went there did you go with her?—A. No.

Q. How do you know she went there?—A. Somebody came for her while she was at the market.

Q. Who came for her?—A. Several small boys who were digging around came and told her.

Q. What did they tell her?—A. They said boxes were buried there; so my mother went away.

Q. When the boys told her this what did she say?—A. She didn't say anything at all.

Q. What did she do?—A. She went there.

Q. After that did your mother ever tell you what she found there; or what she did there?—A. My mother said that if she had known the things would not be destroyed she would have dug a bigger hole and put all her valuables in there.

Q. After your mother told you that, what was done with the things in the hole; do you know?—A. They were taken back to the house where we are living now.

Q. Who took them there?—A. They were placed in a hack and taken to her residence.

Q. Were you there at the time they were put in the hack?—A. No.

Q. Who was there when they were taken out of the hole and put in the hack?—A. I don't know.

Q. Where were you living at the time they were taken out of the hole?—A. At detention camp No. 2.

Q. Were these things that were in the hole brought down to the detention camp?—A. Yes.

Q. How far is the detention camp from the place where the hole was dug—about?—A. It is a long distance.

Q. So that after the fire, in this detention camp, a long distance from where you formerly lived, you then and there saw articles which had heretofore been buried in this hole?—A. Yes.

Q. After the things were brought from the hole to this place at the detention camp, did your mother have anything more to say about them?—A. She had nothing to say.

Q. Some time after that your mother learned, didn't she, that the government was going to appoint a commission to pay people for things they had lost by fire?—A. We were notified some time before each and every individual, to make up his claim.

Q. When did your mother first learn that?—A. That was when they were destroying some places on Nuuanu street, near Engine No. 4.

Q. Was that before your house was burned down?—A. We were notified by the inspector, "Why don't you get prepared—why don't you get your things ready—because you are going to be moved down there."

Q. Was this before the fire?—A. Yes.

Q. Before the fire, did your mother know that the government would pay for things that were burned by fire?—A. No.

Q. When was it that your mother first learned that payment would be made by the government for property destroyed by fire?—A. When we were in the detention camp.

Q. Was that before or after the things were taken out of the hole?—A. She already heard that the government would pay for the trunks that were unearthed from Kapuukola.

Q. After that, did your mother make up a claim, knowing that the government would pay for these things? Did your mother make up a claim to be presented to this commission?—A. Yes.

Q. Did you assist her in making up this claim?—A. No.

Q. Did your mother, in making up this claim, put into the claim the things that were in the hole?—A. I don't know.

Q. During the time that your mother heard—you knew of the various burnings by the board of health—did she send any property away from her house and store it anywhere?—A. No.

Q. I understood you to say that two koa trunks of about 3 feet long were put down into this hole; is that quite correct?—A. Yes, correct.

Q. It is a fact that there were two put in there and not three?—A. Only two; that is what I brought to the edge of the hole.

Q. You were present at the time that all the things were put into the hole, and you saw that only two trunks were put in there, did you?—A. I was there until the hole was covered.

Q. Was anything else put into that hole except those two trunks?—A. I was there until the hole was covered, and only two trunks were put in the hole; that is all.

Q. Was there a long package put into that hole, a long bundle put into that hole, in addition to the two trunks?—A. No.

Q. Was there a small bundle put into that hole in addition to the two trunks?—A. No.

Q. Now, you state that these two trunks that were put into that hole contained five calabashes, unpolished calabashes; is that correct?—A. Yes.

Q. Were those calabashes all in one of the two trunks, or were there some in each?—A. There were some in each. Three in one trunk and two in the other.

Q. You know there were three calabashes in one trunk and two in the other, because you looked into the trunks and saw what was there, three in one trunk and two in the other, didn't you?—A. I placed the calabashes in the trunks.

Q. Did you place them there yourself and with your own hands?—A. Yes; and moved the trunks to the edge of the hole.

Q. Now, you know, don't you, that there was nothing else in those trunks except three unpolished calabashes in one and two unpolished calabashes in the other?—A. That's all.

Q. At the time when these unpolished calabashes were put into these trunks, which subsequently were preserved in that hole, did your mother see you putting those things into these trunks?—A. She didn't see me.

Q. How did you come to put those calabashes into those trunks, then?—A. I am the only one downstairs.

Q. But your mother knew, as I understand you, not only that the hole was being dug, but afterwards actually paid the men that dug it; did not your mother know what was going into the hole?—A. My mother thought to put a trunk containing our wearing apparel in that hole, but the trunk that contained the wearing apparel was not put in the hole, because my two trunks were in the hole.

Q. When was it your mother said she would put the wearing apparel in the trunk that was going into this hole? Was it while the hole was being dug?—A. Yes.

Q. Did your mother wish to preserve your wearing apparel by putting it into a trunk that was going into a hole, because she thought the wearing apparel more valuable than the unpolished calabashes?—A. That is what I think, but I heard that after the place was to be burned it was going to be plowed, so she was afraid to put the wearing apparel into the hole.

Q. Did your mother say anything about putting her wearing apparel into the boxes or trunks that went into the hole?—A. At the time they were talking with her that the ground was going to be plowed, at first she made up her mind to bury the trunk containing her wearing apparel, but after she heard the ground was to be plowed—

Q. So that when your mother was making up her mind what things she would bury in that hole, the first thing she thought of was her wearing apparel, and she changed her mind about that when some one told her that the ground would be plowed?—A. Yes.

Q. Did your mother say in how many trunks she was going to put her wearing apparel?—A. No.

Q. At that time how many trunks did she have her wearing apparel in?—A. My mother has a wardrobe about as high as that, but that is too high [pointing to the throne draperies].

Q. Where was your mother's wearing apparel at the time when the

hole was being dug?—A. From the wardrobe it was taken and put in the trunk that contained kihei apanas.

Q. How big a trunk was that?—A. As big as the trunk over there [the iron trunk], but higher than that.

Q. About how high?—A. About the height of the desk.

Q. How long and how wide?—A. About five or six feet.

Q. How wide?—A. As wide as the desk.

Q. Was all of your mother's wearing apparel put into that trunk?—

A. All her best dresses were stuffed in that trunk except chemises and petticoats.

Q. What was in that one trunk?—A. Contained kihei quilts that were taken out of the trunk and the best things put in.

Q. Did that trunk contain all the kapa apanas she had?—A. Yes.

Q. What was in that trunk after it was packed? There were kihei apanas and your mother's dresses?—A. No; the kihei apanas were taken out and all her best dresses were put in the trunk.

Q. What did her best dresses consist of?—A. Silk, wool, merino and others.

Q. Fifty silk holokus, were they in there?—A. I can not say whether all the fifty silk dresses were put in there, but I saw some put there.

Q. Didn't you state just now that all your mother's best dresses were in that trunk?—A. Yes.

Q. Are not the silk dresses the best dresses she had?—A. All her dresses just alike.

Q. Is not silk better than calico?—A. She has no calico dresses.

Q. As a matter of fact, did you have fifty silk holokus, would not those be considered her best dresses?—A. Yes.

Q. Would not they naturally be in that trunk?—A. All I saw that we took the best dresses from the wardrobe, wrapped it up and put it into the trunk. I don't know how many silk dresses she had.

Q. All your mother's best dresses that she owned or possessed at that time went into that one trunk?—A. Yes.

Q. What became of the trunk?—A. Burned by fire.

Q. Would you call a holoku one of your mother's best dresses?—A. Yes.

Q. Would those be in that trunk?—A. They were not made, not finished.

Q. Ten holokus, linen, she has?—A. The linen holokus were in the old oval-top trunk, such as the commissioners have in the court room.

Q. Where were the 20 holokus?—A. There were lots of trunks in the house, various chiffoniers; those dressers were not removed from the place where they were.

Q. Didn't she say that this fire was coming and they had to get ready and get all those things into trunks?—A. That is what I stated. All the things were in the trunks.

Q. When they were digging this hole was everything out of the drawers and wardrobes being put into trunks?—A. Yes.

Q. Were any of the 60 holokus—calico, linen—in a trunk?—A. I don't know; that was during the excitement; I don't remember all.

Q. When did Alec Smith and your mother and yourself advise of to the digging of the hole and hiding their things?—A. A while before.

Q. How many times did Alec Smith talk?—A. Thursday, previous to the week before Alec Smith came and advised to dig a hole and put in their calabashes and kahilis.

Q. How many trunks were there in your mother's house at the time the hole was dug?—A. Too many; I can not remember.

Q. You have been living right along there with your mother, have you not?—A. Five, I think.

Q. As a matter of fact, there was one big trunk that your mother's wearing apparel went into, and two that went into the hole?—A. Those two are small trunks; were stolen or destroyed.

Q. In addition to those three trunks were there other trunks in your mother's house?—A. Five trunks altogether. Big trunk and two trunks, two koa trunks small, one big koa trunk, and one oval-top trunk.

Q. We have accounted for three of them; we have accounted for the big trunk and the two small trunks that went into the hole. What was put into the other trunks?—A. The other trunks contained some of the quilts, towels; another trunk contained the belongings of Ahapa's husband; some of his belongings that were not buried with him, and part of her dresses were in the bureau.

Q. There were some things there that they could not have room to put into these other trunks, I suppose, were there not?—A. That is the reason we put it in the bureau, because we have no room.

Q. Was it just one bureau that had the balance of the things?—A. Two bureaus.

Q. How big were they?—A. Ordinary bureaus.

Q. What was the character of the things in those two ordinary bureaus? Were they your mother's dresses, or what was it in there?—A. Chemises, dresses, holokus, etc.

Q. But the best of your mother's effects were crowded into that big trunk?—A. Yes.

Q. Of these five trunks two we know went into the hole and were not burned. What became of the other three trunks, the big one containing your mother's things and the other two trunks?—A. All destroyed by fire.

Q. As I understand the situation, they were for two whole weeks before the fire actually burned down the place her mother had been in consultation with Alec Smith and taking measures to protect her property, and the principal thing was the digging of this hole?—A. Yes.

Q. And when it came to the actual use of this precaution and the actual digging of the hole the only things that went into that hole were these two small koa trunks, one containing three unpolished calabashes and the other two?—A. Yes; that's all.

Q. And notwithstanding this week's conference, notwithstanding the alleged value of her mother's wardrobe, still none of that was removed to a place of safety, but ultimately got burned?—A. Yes. She said our place had no sickness, so it would not be burned.

Q. This fire was accidental fire, the same fire that destroyed Kaumakapili Church?—A. Yes.

Q. When you tell us here that you were present during the entire time while that hole was being dug, and that you were present until after the things were put into that hole, covered over, and when you tell us that the only things that went into that hole were the two small

trunks containing the unpolished calabashes, are you telling us the exact truth about this business?—A. That is true.

Q. And nothing else went into that hole except the things you have stated here to-day went into it?—A. I never saw anything else.

I do hereby certify that the foregoing is a full, true, and correct copy of my shorthand notes, taken by me at the hearing as above before the fire claims commission.

FRANCES McTIGUE,
Official Reporter.

Subscribed and sworn to before me this 10th day of October, A. D. 1902.

[SEAL.]

H. C. CARTER,
Notary Public, First Judicial Circuit.

EXHIBIT No. —.

No. 1238. Fire Claims Commission. Claim of Kaumakapili Church. Amount \$50,250. Filed June 6, 1901, at 12.50 o'clock p. m. J. M. Riggs, clerk. Presented by Achi, Johnson & Kohaulelio, attorneys for claimants.

STATEMENT OF CLAIM.

Kaumakapili Church, a corporation, by S. M. Kauakauni, its president, the undersigned claimant, respectfully represents that he is resident of Honolulu, Hawaii.

That on the date of the loss hereinafter specified he was the sole owner of the effects and property set forth in the schedules hereto attached, marked "Exhibits A, B and C;" that the value of said property at its cost price is set forth upon said schedules opposite the item thereof; that said property and effects were lost by total destruction by fire on the 20th day of January, 1900, and that no part thereof was saved; that said fire occurred, as claimant is informed and believed by order of the board of health in the suppression of bubonic plague; that the nature of the property lost is fully set forth in said schedule; that said property was situated at the time of said loss in Honolulu, Oahu, building on Beretania street, in said Honolulu, Territory of Hawaii.

That said loss consisted in part of the destruction of the building more particularly described in Exhibit C; that the name of the owner of the land whereon said building stood is Hawaiian Board, in trust for claimant, and the nature of the interest of this claimant in said building is fee simple.

That said property was insured for \$3,000 in the name of claimant and nothing dollars of said insurance has been paid by ——— company the insurer thereof.

That the foregoing statement of claim and schedules hereto attached do not include any claims for speculative or consequential damages, or for loss of rent, or for use of property, or for loss of profits through

the interruption of business, nor any loss except the destruction of or direct damage to said property by fire or removal under the order or action of the board of health as aforesaid.

S. M. KAUKAUNI,
President Board of Trustees, Kaumakapili Church.

TERRITORY OF HAWAII, *Island of Oahu, ss:*

S. M. Kaukauni, president, being first duly sworn, says that he is an officer of claimant, the above-named corporation, to wit, the president thereof; that he knows the contents of the foregoing statement of claim and of the schedules thereto attached, and that the same are true to his own knowledge, except as to such matters stated on information and belief, and as to those matters he believes them to be true.

S. M. KAUKAUNI, *President.*

Subscribed and sworn to before me this 5th day of June, A. D. 1901.

J. M. MONSARRAT,
Notary Public for First Judicial Circuit Territory of Hawaii.

RULE XIV.—In order to facilitate business claimants are directed to present claims for losses of merchandise, goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof upon a schedule to be marked "Exhibit A," and all claims for losses of personal belongings, jewelry, house furnishings, and other chattels upon a schedule to be marked "Exhibit B," and for all losses appertaining to buildings or of building fixtures upon a schedule to be marked "Exhibit C."

EXHIBIT C.

The Kaumakapili Church as it now stands, two stories. Damages as per estimate made by H. L. Kerr & Co., \$50,250.

HONOLULU, HAWAII, *September 11, 1901.*

H. L. KERR, sworn.

Q. What is your occupation?—A. Contractor.

Q. A builder?—A. Was formerly.

Q. Do you know Kaumakapili Church?—A. Yes.

Q. Did you make an estimate of the church?—A. Yes.

Q. How much was your value for the church?—A. My estimate upon the church to build it over new was \$55,250, and I figured there was \$5,000 worth of old wall and brick, making \$50,250.

Q. Deducted from old walls?—A. What I consider could be saved out of the old wall in brick would be \$5,000.

Q. Did you allow anything for the age of the building?—A. One day.

Q. When was the building built?—A. I don't know.

Q. What were the dimensions of this building?—A. The main building is 150 by 100 feet, and the two towers are 16 feet square.

Q. How high was it?—A. I do not remember exactly the height; I figured it by counting the brick, and getting the height that way.

The towers were about 70 feet in height, but the main building forget just exactly what height it was.

Q. When you were making your estimate you knew the height of the building?—A. Yes.

S. H. ONI, sworn.

Q. When was Kamaukapili Church built or completed?—A. I think in 1883.

Q. Were any repairs made on this church from that time up to the time of the fire?—A. No.

Q. Was the church reshingled?—A. Yes.

Q. Why didn't you say so?—A. I misunderstood the question.

Q. The old shingles were wooden?—A. Yes.

Q. What were the new ones?—A. Corrugated iron.

Q. Was there corrugated iron on the roof?

Mr. KERR. I figured out shingles in my estimate. There is very little difference about one or the other. If there is any difference would be in favor of the corrugated iron. The corrugated iron might be a little cheaper.

Q. Mr. Kerr, that is governed by the price of iron largely?—A. Yes.

Q. Mr. Oni, when was this new roof put on, this corrugated iron?—A. I am not sure in what year; I think 1890.

Q. Do you know what that cost?—A. I don't know.

Q. Mr. Kerr, is that a short time for shingles to last, seven years?—A. Seven years is a very short time. They should at least give fifteen years. Of course it depends upon what the pitch of the roof was. But the pitch of that roof was enough to carry shingles for fifteen years.

Q. Do you identify that photograph on page 203 [showing book]?—A. Yes; I identify that as Kaunakapili.

Q. Mr. Kerr, is that the building you are testifying to?—A. Yes.

Q. And was the building practically in that condition when you gave your estimate?—A. That is as near as I could get to it.

Q. Mr. Oni, are you positive that roof was shingled in 1890?—A. I can not state the year that the church was reshingled; perhaps in 1880 perhaps before.

Q. Who ordered it shingled?—A. The committee appointed by the board.

Q. Who were the committee?—A. The shingles were put on by Charles Mahoe.

Q. That is the new shingles.—A. Yes, the iron shingles.

Q. Who was the chairman of the committee?—A. Waiama.

Q. Do you know why this roof was recovered; was it leaking?—A. They were afraid of fire, so a corrugated iron roof was put on.

Q. Was this iron put on top of the shingles?—A. Yes.

Q. Did you ever hear the committee say what that cost?—A. Yes, but I forgot.

Mr. KERR. Did you visit that building; were you familiar with its construction?—A. I was not familiar with its construction. I had to take that from other people.

Q. Who from?—A. Mr. Theodore Richards, D. L. Momi, and two others; I don't remember their names. I have been in the church twice myself, but didn't take any particular notice of its construction.

Q. Your estimate covers the approximate cost of the building and

furniture, aside from the organ, or simply the bare building?—A. Just takes in the building, without the organ or the bell of chimes. Those I could not find out anything about.

Q. Were you ever inside of the building?—A. Yes, sir.

Q. How long before its destruction did you make your estimate of its value?—A. After the fire I made my estimate.

Q. What would you say would be the depreciation in that building, from hearsay of its character, in seventeen years?—A. Not over 10 per cent on that kind of a building.

Q. That would not be over 10 per cent allowed; they made no repairs on it at all?—A. The depreciation is practically in the wood. The walls would stand for two or three hundred years, as far as that is concerned.

Q. Then your estimate of \$55,000 is what it would cost to replace a new building of the same character as the old when it was new?—A. Yes.

Mr. ONI. Do you know what the new building cost at the time it was built?—A. At the time when the church was turned over Mr. Henry Waterhouse notified us that the building cost \$50,000 and \$5,000 is still owing. The church has \$8,000 debt.

Q. If the church cost \$50,000 and they owed \$8,000—A. Eight thousand dollars is still unpaid; \$58,000 altogether. Eight thousand dollars for the furniture, improvements, etc.

Q. What did the church building cost?—A. Fifty-two thousand dollars.

Q. Mr. Kerr, as a matter of fact, if you had seen the building before it was destroyed you would have been in a much better position to determine its value than from the hearsay of others?—A. Certainly. Yes, sir. I have to use my judgment as to what must have been in regards construction, etc.

Q. How did you figure the salvage? How did you arrive at the amount you allowed? In that new building would there be \$5,250 worth of brick?—A. It costs just as much to get those brick down, if you are going to save the wall, as they are worth, if not more, and if I was going to do it myself I would simply put a few blasts underneath and tumble it and start over new, and figuring that the brick that would be left would be worth about \$5,000. There is a question about the walls; you can not tell how much of the walls are good until you tear them down; the fire may have affected the mortar considerably further down than I inspected. Then again it might not. It is a question how long the life of the mortar is taken out of the brickwork.

Q. The idea is, Mr. Kerr, those brick are worth \$5,000, if you had to buy the brick and take them there; that is, for the same amount of brick?—A. Yes; in the condition they are there I would allow for the brick if the walls could be saved, \$5,000. That is a question of judgment between different people, but it is my judgment.

Q. The church and walls, as they stand at present, can not be utilized?—A. Parts of them can.

Q. Allowing that the value of the building in the first instance was approximately \$52,000, according to your statement there is a depreciation of 10 per cent, of \$5,200, salvage about \$5,000, making a total of \$10,200, might properly be deducted from the original cost to determine the value of the building at the time of the fire?—A. Yes, sir.

Q. You have nothing else, Mr. Kerr, that would assist the commis-

sion in arriving at the value of the building? Could you give anything more in evidence that would throw more light?—A. I don't know as I can.

Q. You are acquainted with the values of brick; and, in fact, you are acquainted with the values of anything that is used in the construction of a building?—A. Yes.

Q. You are also acquainted with the price of skilled and unskilled labor that would be necessary to be used in constructing a building of this kind?—A. Yes.

Q. In fact, you could undertake to make an estimate to replace that building if you were called upon to do it?—A. Yes; I can do that. The only point is, if I only had some drawing or other from the old building.

Q. If they came to you and asked you to put up a building, and expressed to you what they wanted, in your position as an architect and builder you would be able to figure on anything?—A. Yes, sir.

I do hereby certify that the foregoing is a full, true, and correct copy of my shorthand notes, taken by me at the hearing as above before the fire claims commission.

FRANCES MCTIGUE,
Official Reporter.

Subscribed and sworn to before me this 10th day of October, A. D. 1902.

[SEAL.]

H. C. CARTER,
Notary Public, First Judicial Circuit.

EXHIBIT No. —.

No. 4346. Fire claims commission. Claim of Sing Chan Company. Filed July 5, 1901, at 3 o'clock p. m. J. M. Riggs, clerk. Presented by Hatch & Silliman, attorneys at law.

STATEMENT OF CLAIM.

Yim Jan Kong, a member of the above-named firm, respectfully represents in their behalf that said firm of Sing Chan Company is copartnership, and that Lee Chee, Loo Chit Sam, and Y. J. Kong are trustees; Lee, Yim Jan Kong, Wong Hing Chow, Ching Lum, C. W. Hong, and Chang Yee are the members thereof.

That the principal place of business of said copartnership is at Honolulu, Territory of Hawaii; that said persons as copartners were joint owners on the 20th day of January, 1900, of the effects and property set forth in the schedules hereto attached, marked "Exhibits A, B, and C;" that the value of said property, at its cost price, is set forth upon said schedules opposite the items thereof; that said property and effects were lost by total destruction by fire on the 20th day of January, 1900, and that no part thereof was saved; that said fire occurred as claimants are informed and believe, by order of the board of health in the suppression of bubonic plague; that the nature of the property lost is fully set forth in said schedules; that said property was situated at the time of said loss in frame building on makai side of King street in said Honolulu.

That said property was insured for \$7,000 in the name of Sing Chan Company, and \$3,250 of said insurance has been paid by Firemens' and Insurance Company, Royal Insurance Company, and Liverpool, London and Globe Insurance Company, some of the insurers thereof.

That the foregoing statement of claim and schedules hereto attached do not include any claims for speculative or consequential damages, or for loss of rent, or for use of property, or for loss of profits through the interruption of business, nor any loss except the destruction of or direct damage to said property by fire or removal under the order or direction of the board of health as aforesaid.

SING CHAN COMPANY.
By YIM JAN KONG.

TERRITORY OF HAWAII, *Island of Oahu*, ss:

Yim Jan Kong, being first duly sworn, says that he is the person who made the foregoing statement of claim in behalf of the above-named copartnership; that he knows the contents of the foregoing statement of claim and of the schedules thereto attached, and that the same are true of his own knowledge, except such matters as are stated on information and belief, and as to those he believes them to be true.

YIM JAN KONG.

Subscribed and sworn to before me this 2d day of August, A. D. 1901.

A. R. CUNHA,
Notary Public for First Judicial Circuit.

RULE XIV.—In order to facilitate business, claimants are directed to present claims for losses of merchandise, goods, wares, and stocks in trade in an itemized form, describing the kind and value thereof upon a schedule to be marked "Exhibit A," and all claims for losses of personal belongings, jewelry, house furnishings, and other chattels upon a schedule to be marked "Exhibit B," and for all losses appertaining to buildings or of building fixtures upon a schedule to be marked "Exhibit C."

EXHIBIT A.—Sing Chan Company. Stock taken in December 31, 1899. Merchandise on hand.

155 pounds lead pipes, $\frac{3}{8}$ -inch, at 6 $\frac{1}{2}$ cents	\$10.075
5 combination money tills, at \$1.25	7.50
1 $\frac{1}{2}$ dozen enameled funnels, No. 4, at \$1.95	3.42
1 $\frac{1}{2}$ dozen enameled funnels, No. 2, at \$1.35	2.15
1 $\frac{1}{2}$ dozen enameled tea pots, No. 1, at 82 $\frac{1}{2}$ cents .....	.76
1 $\frac{1}{2}$ dozen enameled tea pots, No. 1, at \$9.90	6.60
1 $\frac{1}{2}$ dozen enameled tea kettles, at \$6.40	2.67
1 $\frac{1}{2}$ dozen enameled tea kettles, No. 60, at \$4	6.35
20 dozen engraved tumblers, at 65 $\frac{1}{2}$ cents	13.10
2 dozen enameled coffee boilers, at \$3.20	6.40
1 dozen enameled tea pots, No. 15	3.60
3 $\frac{1}{2}$ dozen enameled coffee boilers, No. 14, at \$3.60	11.40
3 planes, No. 15, at 54 cents	3.24
1 enameled dippers, No. 16, at 13 $\frac{1}{2}$ cents .....	.945
22 dozen tumblers, at 35 cents	7.70
2 $\frac{1}{2}$ dozen enameled water dippers, No. 14, at \$1.40	3.27
3 $\frac{1}{2}$ dozen enameled tea pots, No. 5, at \$3.20	11.47
7 door mats, 20 by 24, at \$1	7.00
2 wire door mats, 20 by 36, at \$1.75	3.50
1 dozen coffee mills, at \$21	10.50

1 dozen large planes	\$10.80
$1\frac{1}{2}$ dozen enameled scoops, at \$1.35	1.50
$1\frac{1}{2}$ dozen enameled sugar bowls, No. 102, at \$3.15	4.75
4 hand-made stoves, at 50 cents	2.00
2 hand-made stoves, small, at $37\frac{1}{2}$ cents .....	.75
5 freezers, 6-quart, at \$2.75	13.75
$2\frac{1}{2}$ dozen saucepans, No. 8, at \$4.95	12.38
$2\frac{1}{2}$ dozen saucepans, No. 6, at \$4.20	10.50
2 dozen crosscut saws, at \$4.50	9.00
1 round tub, 22-inch .....	.80
4 wire mats, 18 by 30, at \$1.35	5.40
4 wire mats, 15 by 24, at \$1	4.00
10 enameled candlesticks, at $12\frac{1}{2}$ cents	1.25
$\frac{1}{2}$ gross graters, at \$1.98 .....	.99
$7\frac{1}{2}$ dozen footed glass, at 65 cents	4.88
$\frac{3}{4}$ dozen crosscut saws, No. 4, at \$21.45	16.08
5 crosscut saws, $5\frac{1}{2}$ -foot, at \$2.20	11.00
5 crosscut saws, 6-foot, at \$1.90	9.50
10 enameled spittoons, at 25 cents	2.50
8 planes, No. 24, at \$1	8.00
$4\frac{1}{2}$ dozen enameled dippers, No. 22, at \$1.36	6.72
1 dozen dippers, No. 18	1.00
$4\frac{1}{2}$ dozen dippers, No. 16, at 87 cents	3.92
$5\frac{1}{2}$ dozen dippers, No. 14, at 73 cents	4.02
6 dozen jelly cups, at 35 cents	2.10
5 tin candlesticks, at 3 cents .....	.15
10 saucepans, No. 4, at 35 cents	3.50
$5\frac{1}{2}$ dozen saucepans, No. 5, at \$5	26.75
$5\frac{1}{2}$ dozen saucepans, No. 6, at \$6	32.25
$6\frac{1}{2}$ dozen saucepans, No. 7, at \$7	45.00
5 dozen F, No. 8, at \$8	40.00
7 plow planes, at \$1.10	7.70
$2\frac{1}{2}$ dozen saucepans, No. 9, at \$9	22.50
$4\frac{1}{2}$ dozen saucepans, No. 10, at \$10	45.00
$9\frac{1}{2}$ dozen footed glasses, at 65 cents	6.18
$\frac{1}{2}$ dozen saucepans, at \$11	10.50
10 saucepans, No. 12, at \$1	10.00
$1\frac{1}{2}$ dozen saucepans, No. 14, at \$13.50	19.13
6 dozen lamp stands, at \$1.25	7.50
$2\frac{1}{2}$ dozen enameled dippers, No. 24, at \$2.87	7.18
$2\frac{1}{2}$ dozen enameled dippers, No. 26, at \$3.24	8.10
$4\frac{1}{2}$ dozen strainers, No. 104, at 79 cents	3.60
9 stand lamp fountains, at $12\frac{1}{2}$ cents	1.13
1 dozen stand lamp fountains, No. 2	2.25
$1\frac{1}{2}$ dozen stand lamp fountains, No. 3, at \$2.50	3.75
2 dozen strainers, No. 306, at 95 cents	1.90
$1\frac{1}{2}$ dozen strainers, small .....	.45
6 pudding cups, No. 91, at $12\frac{1}{2}$ cents .....	.75
5 pudding cups, No. 92, at 20 cents	1.00
3 gross dipper handles, at 50 cents	1.50
58 pounds copper kettles bottoms, at 25 cents	14.50
$2\frac{1}{2}$ dozen painted spittoons, at 95 cents	2.38
$2\frac{1}{2}$ dozen painted spittoons, small, at $62\frac{1}{2}$ cents	1.56
$5\frac{1}{2}$ dozen enameled sugar bowls, No. 402, at \$3.15	17.33
9 dozen tin candlesticks, at 37.5 cents	3.38
$\frac{3}{4}$ dozen painted candlesticks, at $41\frac{1}{2}$ cents .....	.31
1 dozen lawn sprinklers	9.00
2 dozen enameled pitchers, at \$3.75	7.50
2 dozen enameled pitchers, No. 13, at \$4.50	9.00
$8\frac{1}{2}$ dozen painted buckets, No. 10, at \$3.60	31.20
$3\frac{1}{2}$ dozen painted buckets, No. 11, at \$4.80	17.40
2 dozen hoes, at \$1.75	3.50
1 dozen enameled pails, 1-quart	1.50
6 dozen chimneys, No. 1, at 75 cents	4.50
$1\frac{1}{2}$ dozen fry pans, enameled, No. 4, at \$1.95	3.53
$2\frac{1}{2}$ dozen fry pans, enameled, No. 5, at \$2.25	5.63
$1\frac{1}{2}$ dozen enameled rice boilers, No. 35, at \$5.25	6.13

dozen enameled bowls, No. 125, at 85 cents.....	\$1.84
dozen enameled pans, 1½-quart, at 90 cents .....	.975
dozen enameled pans, 1-quart, at 70 cents .....	.35
dozen enameled cups, No. 10, at 67½ cents	1.07
dozen enameled saucepans, No. 303, at \$3.65.....	12.47
dozen enameled saucepans, No. 301, at \$1.875.....	8.90
dozen American saucepans, No. 4, at \$3.43.....	8.00
dozen enameled tea kettles, No. 90, at \$6.40	10.66
dozen chimneys, No. 2, at \$1	5.00
dozen chimneys, No. 2, at \$1.25.....	2.50
dozen enameled chambers and covers, No. 1, at \$3.384	20.00
feather dusters, No. 16, at \$5.....	9.58
dozen enameled saucepans, No. 302, at \$2.10.....	7.875
dozen chambers covers, No. 1½, at \$1.05 .....	.525
dozen enameled saucepans, No. 8, at \$7.20.....	18.00
dozen enameled saucepans, No. 6, at \$5.76.....	9.60
dozen enameled boilers, No. 8, at \$5.40.....	1.80
dozen enameled boilers, No. 6, at \$4.32.....	1.08
dozen enameled chambers and covers, No. 1½, at \$3.975.....	7.28
dozen enameled boilers, No. 4, at \$3.60.....	.90
dozen cocoanut graters, at 60 cents.....	1.25
dozen graters, at 20 cents.....	.30
fiber bowls, at 30 cents.....	1.80
fiber dishes, at 16½ cents.....	.99
dozen fiber dishes, No. 2, at \$2.16.....	4.32
5 fiber dishes, No. 1, at 21 cents	7.35
0 fiber buckets, at 32½ cents	3.25
fiber buckets, colored, at 32½ cents.....	1.625
bucket covers, at 8.56 cents.....	.60
galvanized boiler .....	.75
flour tins, at \$1	2.00
enameled saucepans, No. 60, at 31.3 cents.....	.94
0 enameled saucepans, No. 80, at 50 cents	5.00
dozen enameled saucepans, No. 8, at \$4	6.66
dozen enameled saucepans, No. 4, at \$4	8.00
dozen enameled saucepans, No. 6, at \$4.80.....	16.00
dozen chimneys, No. 3, at \$3.50	7.59
handmade teakettles, at 75 cents.....	3.00
lawn mowers, at \$2.25.....	6.75
dozen oil stoves, No. 1, at \$6.75.....	13.50
butcher scale	7.50
roll wrapping paper, 20-inch, 54 pounds, at 4½ cents.....	2.43
roll wrapping paper, 30-inch, 54 pounds, at 4½ cents.....	2.43
5 pounds wire clothes line, at 15 cents	5.25
oil stoves, 2 burners, at \$4.15	16.60
oil stoves, 1 burner, at \$2.36.....	7.10
tin stoves, at \$1.....	11.00
dozen sample bottles, at \$1.25	10.00
dozen sample bottles, large, at \$1.75	7.00
clothes wringers, at \$2.916.....	8.75
51 pieces gutters, 488 feet, at 9 cents	43.92
dozen shovels, at \$8.25	29.58
dozen shovels, at \$14.....	7.00
dozen shovels, at \$9.....	4.50
rolling machine	29.50
enameled pail, large, No. 12.....	1.60
7 enameled pails, 2-quart, at 20 cents	1.40
dozen enameled pails, 2-quart, at \$2.48.....	6.40
dozen enameled pails, 3-quart, at \$3.05	14.25
dozen enameled pails, 4-quart, at \$3.61.....	16.85
dozen enameled pails, 6-quart, at \$4.37.....	20.76
dozen enameled pails, 8-quart, at \$5.51.....	25.26
dozen enameled pails, 12-quart, at 7.80	29.90
dozen tin lunch pails, at 80 cents.....	2.00
dozen tin lunch pails.....	1.25
3 dozen tin lunch pails, at \$1.75	5.25
dozen teapots, 1-gallon, at \$1.80	3.60

4½ dozen tin teapots, 1½-gallon, at \$2.25	\$9.56
1 dozen tin lunch pails, 8½-gallon	2.00
1 dozen 2-story tin lunch pails	1.25
½ dozen hand-made tin dippers, at 90 cents .....	.45
1 dozen hand-made tin water dippers	1.75
1½ dozen tin funnels, at 40 cents .....	.60
½ dozen tin teapots, at \$3.60	1.80
1 dozen tin teapots	3.50
1½ dozen tin cups, at 69.6 cents	1.10
3½ dozen tin teapots, 2-gallon, at \$4.20	14.00
2½ dozen tin cups, large, at 40 cents	1.00
10 tin teapots, 3-gallon, at 45 cents	4.50
8 tin waterpots, at 55 cents	4.40
1½ dozen tin teapots, 5-gallon, at \$7.80	8.45
5 milk pails, at 25 cents	1.25
10 enameled pails, 3-quart, at 25½ cents	2.55
1½ dozen chimneys, No. 2, at \$1.25	1.65
1 patent closet supply pipe	1.40
1 flush pipe	1.40
1½ dozen colored table lamps, at \$10.20	15.30
½ dozen colored chimneys, No. 2, at 90 cents .....	.45
11 dozen engraved tumblers, at 65 cents	7.15
1½ dozen large chimneys, at \$3.50	3.20
13½ dozen tumblers, engraved, at 65½ cents	8.60
21½ dozen footed glasses, at 45 cents	9.65
4 dozen tumblers, at 35 cents	1.40
4½ dozen champagne glasses, at 60 cents	2.65
1½ dozen glass vases, at \$1.20	1.60
3½ dozen chimneys, No. 2, at 81 cents	2.90
4 dozen large champagne glasses, at \$1.10	4.40
8 large nickel sprinklers, at \$1.687	13.49
1½ dozen stand-lamp colored fountains, at \$7.20	12.60
180 feet galvanized gutters, at 9 cents	16.20
½ dozen spades, No. 0, at \$8.75	4.27
½ dozen spades, shovels, at \$9.75	4.87
6 dozen farming forks, 2 tines, at \$3.50	21.00
6 dozen farming forks, with supporters, at \$4.70	28.20
1½ dozen farming forks, with supporters, at \$3.50	5.25
3 dozen racks, japanned, at \$2.35	7.05
½ dozen racks, gilded, at \$4.75	3.64
10 wire traps, rat, at 75 cents	7.50
2 dozen hoes, at \$3.50	7.00
2 dozen small hoes, at \$1.75	3.50
1 dozen scythe handles	7.00
14 looking-glasses, 12-inch, at \$1.10	15.40
4 looking-glasses, 14-inch, at \$1.35	5.40
9 looking-glasses, 15-inch, at \$1.60	14.40
17 looking-glasses, 17-inch, at \$1.90	32.30
10 looking-glasses, 24-inch, at \$2.80	28.00
7 looking-glasses, 30-inch, at \$5.50	38.50
1 looking-glass, 36-inch	7.70
5 looking-glasses, 48-inch, at \$20	100.00
2 sets 1½-inch wagon wheels, at \$15	30.00
1 set 1½-inch wagon wheels	17.00
2½ sets 1½-inch wagon wheels, at \$20	50.00
6 barrels lantern globes (30 dozen), at 75 cents	22.50
5 wooden wash sinks, 20 by 36 inches, at \$1.50	7.50
16 stovepipe elbows, at 30 cents	4.80
17 pieces stovepipe, at 30 cents	5.10
19 pieces stovepipe, 6-inch, at 35 cents	6.65
4 gutter elbows, at 15 cents .....	.60
85 feet gutters, at 7 cents	5.95
1 sheet copper	3.75
18 enamel sinks, 20 by 30 inches, at \$5.75	103.50
4 enamel sinks, 20 by 36 inches, at \$7.25	29.00
3 dozen two-story tin lunch pails, 5-inch, at \$1.10	3.30
5 dozen two-story tin lunch pails, 6-inch, at \$1.25	6.25

4 dozen tin lunch pails, 6-inch, at 80 cents	\$3.20
4 dozen tin teapots, $\frac{1}{2}$ -gallon, at \$1.25	5.00
1 dozen tin dippers .....	.90
3 $\frac{1}{2}$ dozen tin cups, at 40 cents	1.33
2 dozen tin teapots, 1 $\frac{1}{2}$ -gallons, at \$2.25	4.50
43 pounds No. 11 wire, at 3.75 cents	1.62
82 pounds No. 8 wire, at 3.55 cents	2.92
213 pounds No. 10 wire, at 3.7 cents	7.88
107 $\frac{1}{2}$ pounds No. 9 wire, at 3.55 cents	3.81
200 pounds No. 11 wire, at 3.75 cents	7.50
6 dozen charcoal irons, at \$6.50	39.00
4 dozen oil stoves, one-burner, at \$6.50	26.00
2 dozen oil stoves, two-burner, at \$13.50	27.00
10 dozen carpet tacks 14-ounce, at 4.95 cents	4.95
2 counter scales, at \$3.25	6.50
2 dozen pick mattocks, at \$5.75	11.50
150 feet galvanized iron pipe, 2-inch, at 6 cents	10.80
330 feet stovepipe, 2 $\frac{1}{2}$ -inch, at 7 cents	23.10
220 feet pipe, 3-inch, at 10 cents	22.00
30 feet pipe, 4-inch, at 12 cents	3.60
30 feet tin pipe, 2-inch, at 4 cents	1.20
15 pieces stovepipe, 5-inch, at 30 cents	4.50
4 pieces stovepipe, 6-inch, at 35 cents	1.40
6 pieces stovepipe, 6-inch, at 35 cents	2.10
2 pieces zinc stovepipe, 5-inch, at 30 cents .....	.60
9 dozen hoe handles, at \$1.35	12.15
20 dozen pick handles, at \$1.08	21.60
60 pounds No. 16 wire, at 4 $\frac{1}{2}$ cents	2.70
25 dozen ax handles, at \$1.25	31.25
10 dozen hammer handles, at 39 cents	3.90
320 pounds zinc (sheet), at 11 cents	35.20
29 $\frac{1}{2}$ dozen lantern globes, at 75 cents	22.31
3 dozen axes, at \$5.50	16.50
125 pounds No. 14 wire, at 4 $\frac{1}{2}$ cents	5.67
71 pounds zinc, at 11 cents	7.81
24 pounds No. 12 wire, at 3.85 cents .....	.924
1 coil common wire	1.25
136 pounds solder, at 18 cents	24.48
3 cases I X L tin plates, at \$5.75	17.25
34 cases I C tin plates, at \$4.90	166.60
4 sheets iron, at 87 $\frac{1}{2}$ cents	3.50
10 gallons varnish, at \$1.25	12.50
236 pounds B B B galvanized iron, at 7 cents	16.52
16 pounds sheet iron, at 5 cents .....	.80
1 dozen wheelbarrows	21.00
5 cases liquid blue, 15 dozen, at 58 cents	8.70
4 cases 20 by 40 window glasses, at \$4	16.00
23 feet gutters, at 9 cents	2.07
43 $\frac{1}{2}$ sets wagon rims, 1 $\frac{1}{2}$ -inch, at \$2.15	93.00
33 $\frac{1}{2}$ sets wagon rims, 1 $\frac{1}{2}$ -inch, at \$2	67.00
16 sets wagon rims, 1 $\frac{1}{2}$ -inch, at \$3.25	52.00
6 $\frac{1}{2}$ sets wagon rims, 1-inch, at \$2	13.00
11 $\frac{1}{2}$ sets wagon rims, 1 $\frac{1}{2}$ -inch, at \$2.75	30.94
18 sets wagon rims, 1 $\frac{1}{2}$ -inch, at \$2.40	43.20
7 $\frac{1}{2}$ sets wagon rims, 1 $\frac{1}{2}$ -inch, at \$2	14.75
10 $\frac{1}{2}$ sets wagon rims, 2-inch, at \$4	42.60
4 sets hubs, 4 $\frac{1}{2}$ by 7 inches, at 35 cents	5.60
63 sets hubs, 5 by 7 inches, at 35 cents	22.05
39 sets hubs, 5 by 7 $\frac{1}{2}$ inches, at 37 $\frac{1}{2}$ cents	14.625
30 sets hubs, 5 $\frac{1}{2}$ by 7 inches, at 37 $\frac{1}{2}$ cents	11.25
6 sets hubs, 5 $\frac{1}{2}$ by 7 $\frac{1}{2}$ inches, at 41 $\frac{1}{2}$ cents	2.475
75 hubs, 6 by 8-inch, at 41 $\frac{1}{2}$ cents	30.94
57 hubs, 6 $\frac{1}{2}$ by 8 $\frac{1}{2}$ -inch, at 50 cents	28.50
28 hubs, 7 by 9-inch, at 50 cents	14.00
52 hubs, 8 by 10-inch, at 58 $\frac{1}{2}$ cents	30.55
16 hubs, 9 by 11-inch, at 81 $\frac{1}{2}$ cents	13.00
9 hubs, 10 by 12-inch, at \$1	9.00

5 hubs, 11 by 12-inch, at \$1.37½	\$1.875
11 hubs, 12 by 14-inch, at \$1.87½	20.625
35 cross bars, at 25 cents	8.75
94 square cross bars, at 27.5 cents	25.875
5 dozen D-handle spades, at \$8.75	43.75
3 hoes, at 29 cents	8.70
7 racks, at 19½ cents	13.65
4 racks, at 39.6 cents	15.84
2 stone stovepipes, 5-inch, at 55 cents	1.10
100 pounds wire, at 3 cents	3.00
34 gallon measures, at 10 cents	3.40
10 gallons tar, at 15 cents	1.50
3 gallons turpentine, at 75 cents	2.25
1 gallon boiled oil	.70
3 gallons varnish, at \$1	3.00
4½ dozen spades, at \$8.75	42.1875
4 Johnson's shovels, at 72 cents	2.88
4 heavy shovels, at \$1	4.00
½ dozen heavy shovels, at \$14	7.00
9 square spades, at 73 cents	6.57
3 coal shovels, at \$1	3.00
1½ dozen forks, 4 tines, at \$7.75	14.625
2 forks, 3 tines, at 46 cents	.92
4 forks, 2 tines, at 29½ cents	1.18
2 forks, 3 tines, at 39.8½ cents	.797
1 dozen hoes	1.70
312 wagon spokes, 2¼-inch, at 10 cents	31.20
225 wagon spokes, 2½-inch, at 11 cents	24.75
159 wagon spokes, 2¾-inch, at 12 cents	19.08
150 wagon spokes, 1-inch, at 6 cents	9.00
220 wagon spokes, 1½-inch, at 6 cents	13.20
778 wagon spokes, 1¼-inch, at 6 cents	46.68
781 wagon spokes, 1½-inch, at 6 cents	46.86
233 wagon spokes, 1½-inch, at 7½ cents	17.475
187 wagon wheels, 1½-inch, at 7½ cents	14.025
6 wagon wheels, 1½-inch, at \$3.75	22.50
4 wagon wheels, 1½-inch, at \$4.25	17.00
1 stove	25.00
165 wagon spokes, 1½-inch, at 9 cents	14.85
228 wagon spokes, 2-inch, at 10½ cents	23.94
11 kegs twentypenny wire nails, at \$3.50	38.50
16 kegs tenpenny wire nails, at \$3.50	56.00
1 keg tenpenny wire nails	3.50
4 kegs threepenny wire nails, at \$4.25	17.00
2 No. 3 trucks, at \$9.10	18.20
55 spokes, 1½-inch, at 6 cents	3.30
98 spokes, 1½-inch, at 6 cents	5.88
900 pounds axles, 2¼-inch, at 7½ cents	67.50
4 s. traps, 2-inch, at \$1	4.00
1 keg horsehoes	7.50
15 gallons boiled oil, at 70 cents	10.50
234 pounds wheels, at 8 cents	18.72
½ barrel cement, at \$5.50	2.75
5 dozen axes, at \$5	25.00
36 pounds axles, 1½-inch, at 7½ cents	2.70
212½ pounds 1-inch steel, at 3.6 cents	7.65
536½ pounds 1½-inch steel, at 3.6 cents	19.32
1,480 pounds 1½-inch steel, at 3.6 cents	53.28
1,958 pounds 1½-inch steel, at 3.6 cents	70.49
1,273 pounds 1½-inch steel, at 3.6 cents	45.83
2,100 pounds 1½-inch steel, at 3.6 cents	75.60
41 pounds wire, at 3 cents	1.23
10 dozen hammer handles, at 63 cents	6.30
2 dozen mattocks, at \$7.25	14.50
303 pounds putty, at 4 cents	12.12
11 tin teapots, ½-gallon, at 10½ cents	1.155
1 dozen tin teapots, 1-gallon	1.70

10 tin teapots, 5-gallon, at 65 cents	\$1.30
10 tin teapots, 2½-gallon, at 32½ cents .....	.65
10 tin milk boiler .....	.65
10 tin milk boiler (small) .....	.25
10 five-story tin lunch pails, at 50 cents	1.00
10 four-story tin lunch pails, at 40 cents	2.80
10 dozen enameled pails, 1-quart, at \$2.39½	19.15
10 dozen enameled pails, 2-quart, at \$1.85	25.00
10 dozen tin teakettles, at \$4.45	20.025
10 dozen tin teakettles, at \$5.40	23.85
10 dozen tin teakettles, at \$5.67	28.35
10 dozen enameled cups, No. 8, at 70 cents	7.20
10 dozen enameled pitchers, at 4.50	21.37
10 keg finish nails	5.00
10 kegs finish nails, at 4.40	8.80
10 kegs finish nails, No. 3, at \$4.10	8.20
10 kegs finish nails, No. 4, at \$3.90	7.80
10 kegs finish nails, No. 5, at \$3.90	7.80
10 kegs finish nails, No. 6, at \$3.90	7.80
10 dozen small harness oil	3.35
10 1-inch finish nails at \$1.85	5.55
10 finish nails, 1½-inch, at \$1.85	5.55
10 gallons turpentine, at 75 cents	3.75
10 dozen lanterns, at \$5	15.00
10 kegs finish nails, No. 6, at \$4.50	9.00
10 kegs finish nails, No. 8, at \$4.50	9.00
10 63 pounds BBB tin plates, 24 G, at 7.5 cents	49.72
10 wheelbarrows, at \$3.25	13.00
100 copper, 121½ pounds, at 30.1 cents	36.57
10 sets axles, 1 by 6½ inches, at \$2.16	13.50
10 set axles, 1 by 7 inches	2.16
10 30 pounds wagon springs, at 7.5 cents	62.25
10 3 axles, 1 by 6 inches, at 54 cents	1.62
10 6 sets axles, 1½ by 7 inches, at \$2.50	15.00
10 4½ dozen enameled teakettles, No. 30, at \$4.60	19.16
10 1½ dozen tin pans, 3-quart, at 31.8 cents .....	.45
10 24 dozen tin pans, 1½-quart, at 16 cents	3.84
10 7 dozen I. C. dippers, No. 20, at \$1.15	8.05
10 11½ dozen I. C. dippers, No. 22, at \$1.36	16.10
10 20 dozen I. C. dipper, No. 14, at 73 cents	14.60
10 3½ dozen I. C. dippers, No. 16, at 87 cents	3.045
10 1½ dozen I. C. dippers, No. 18, at \$1.125	1.688
10 24 dozen tin pans, 2½-quart, at 22.5 cents	5.40
10 3 dozen painted candlesticks, at 42 cents	1.26
10 2½ dozen I X dish pans, 17-quart, at \$3.58	8.05
10 2 dozen fry pans, No. 4, at \$1.85	3.70
10 5 dozen fry pans, No. 5, at \$2.10	10.50
10 1½ dozen fry pans, No. 6, at \$2.45	4.288
10 17 dozen dippers, No. 18, at \$1.02	17.34
10 4½ dozen hoes, at \$5.50	49.05
10 12 dozen tin wash basins, No. 7½, at 87 cents	10.44
10 12 dozen tin wash basins, No. 8, at 96 cents	11.52
10 6½ dozen enameled pails, 1½-quart, at \$2.25	19.40
10 5 dozen fry pans, No. 3, at \$1.90	11.08
10 4½ dozen fry pans, No. 4, at \$2.10	13.65
10 2½ dozen fry pans, No. 5, at \$2.50	6.66
10 9 picks, at 43 cents	3.87
10 1 keg C. C. nails, threepenny	4.40
10 3 kegs C. C. nails, No. 6, at \$4.25	12.75
10 3 kegs C. C. nails, 10-penny, at \$4.05	12.15
10 3 kegs C. C. nails, 12-penny, at \$3.75	11.25
10 ½ dozen hatchets, at \$5.75	2.875
10 1½ dozen galvanized buckets, 9-inch, at \$1.85	2.31
10 1 dozen galvanized buckets, No. 10	2.10
10 3½ dozen galvanized buckets, No. 11, at \$2.75	8.70
10 1 dozen galvanized buckets, 12-inch	3.00
10 5½ dozen galvanized buckets, 13-inch, at \$3.15	17.06

1 dozen galvanized buckets, 14-inch	\$4.00
1½ dozen galvanized buckets, 15-inch, at \$4.75	4.50
3½ dozen enameled saucepans, No. 4, at \$4	14.00
2½ dozen I. X. L dish pans, 10-quart, at \$2.47	6.17
8½ dozen I. X. L dish pans, 14-quart, at \$3	26.25
1 dozen I. X. L dish pans, 17-quart	3.60
6½ dozen wagon shafts, 1½ by 2 inches, at \$11	75.15
10 wagon shafts, 1½ by 2½ inches, at \$1.17	11.70
4 wagon shafts, 1½ by 2½ inches, at \$1.40	5.60
3 crosscut saws, No. 7, at \$1.90	5.70
11 carriage springs, at 50 cents	5.50
3 dozen enameled teapots, No. 5, at \$3.20	9.60
20 fifth wheels, at \$1.15	23.00
1½ dozen hoe handles, at 75 cents	1.12
1½ dozen hoe handles, at \$1.50	2.50
3 cases window glasses, at \$4.50	13.50
12½ dozen hoe handles, at \$1.35	17.25
1 keg finishing nails, 3-penny	4.25
8½ dozen L. C. dish pans, 7-quart, at \$1.80	14.85
7 dozen L. C. dish pans, 8-quart, at \$2.05	14.35
11 dozen L. C. dish pans, 10-quart, at \$2.25	24.75
3½ dozen L. C. dish pans, 14-quart, at 2.65	8.61
5½ dozen L. C. dish pans, 17-quarts, at 3.05	16.01
2½ dozen I. X. L dish pans, 7-quart, at \$2.05	4.61
10 fifth wheels, at 75 cents	7.50
4 fifth wheels, at \$1.50	6.00
8 hub rings, 4½-inch, at 5 cents .....	.40
3 hub rings, 4-inch, at 5 cents .....	.15
30 fifth wheels, at 75 cents	22.50
13 dozen dippers, No. 18, at \$1.45	18.85
½ keg C. C. nails, 4-penny	4.25
½ keg dry venetian red	5.00
60 pounds galvanized nails, 12-penny, at 5½ cents	3.30
90 pounds wire nails, eightpenny, at 3½ cents	3.15
68 pounds wire nails, twelvepenny, at 3½ cents	2.38
6½ dozen hub rings, at 60 cents	3.90
8½ dozen bushings, ½ to ¾ inch, at 45 cents	4.00
8½ dozen bushings, ¾ to 1 inch, at 49½ cents	5.00
7 dozen cross L's, ½-inch, at 40 cents	2.80
1½ dozen cross L's, 1-inch, at \$1	1.50
20½ dozen couplings, ½-inch, at 59.4 cents	12.35
39½ dozen couplings, ¾-inch, at 78½ cents	31.00
½ dozen couplings, 1-inch, at 90 cents .....	.45
22½ dozen unions, ½-inch, at \$1.968	44.75
21½ unions, ¾-inch, at \$2.376	50.00
1½ dozen unions, 1-inch, at \$3	5.25
90 pounds nails, No. 8 penny, at 3½ cents	3.15
1½ plugs, 1-inch, at 42 cents .....	.63
5½ dozen crosses, ½ to ¾ inch, at 45 cents	3.80
1½ gross handles, at \$2.40	3.60
1 gross handles, No. 12	3.15
8 W. C. valves, at \$1	8.00
28 packages rivets, 1½ pounds, at 13 cents	3.64
23 packages rivets, 1½ pounds, at 15 cents	3.45
54 packages rivets, 1½ pounds, at 17 cents	9.18
19 packages rivets, 2 pounds, at 19 cents	3.61
17 packages rivets, 5 pounds, at 42 cents	7.14
21½ dozen nipples, ½-inch, at 30 cents	6.30
13½ dozen nipples, ¾-inch, at 36 cents	4.86
1½ dozen nipples, 1-inch, at 60 cents .....	.75
18½ dozen elbows, ½-inch, at 54 cents	9.90
11½ dozen elbows, ¾-inch, at 73.2 cents	8.46
3½ dozen elbows, 1-inch, at \$1.20	4.20
19 dozen tees, ½-inch, at 7.32 cents	13.90
15½ dozen tees, ¾-inch, at 97.2 cents	15.40
2½ dozen tees, 1-inch, at \$1.80	4.50
19½ dozen plugs, ½-inch, at 24 cents	4.60

15½ dozen plugs, ¾-inch, at 36 cents.....	\$5. 70
18 dozen carpet tacks, No. 6, at 30 cents	5. 40
28 packages rivet washers, at 10 cents.....	2. 80
11 boxes tire bolts, 1½ by 1½ inches, at 26 cents.....	2. 86
20 boxes tire bolts, 1½ by 2 inches, at 28 cents.....	5. 60
31 boxes tire bolts, ½ by 2½ inches, at 30 cents.....	9. 30
21 boxes tire bolts, ½ by 2½ inches, at 40 cents.....	8. 40
17 boxes tire bolts, 1½ by 1½ inches, at 26 cents.....	4. 45
9 boxes tire bolts, ½ by 2 inches, at 30 cents.....	2. 70
1 dozen brass faucets, ¾-inch	5. 00
1½ dozen brass clips, ¾-inch, at \$4.....	6. 00
½ pair wagon hinges, 3½-inch, at \$1.30.....	. 65
10½ dozen hinges, 4-inch, at \$1.70.....	17. 85
32 dozen carpet tacks, No. 6, at 25 cents	8. 00
7 dozen carpet tacks, No. 12, at 45 cents	3. 15
60 boxes brass rivets, ¾-inch, No. 8, at 28 cents.....	16. 80
18 boxes brass rivets, ¾-inch, No. 16, at 30 cents.....	5. 40
9 boxes brass rivets, ¾-inch, No. 8½, at 22 cents.....	1. 98
4 boxes brass rivets, ¾-inch, No. 8, at 22 cents.....	. 88
37 pounds felly plates, 1½-inch, at 8 cents	2. 96
38 pounds felly plates, 1½-inch, at 8 cents	3. 04
27 pounds felly plates, 1½-inch, at 8 cents	2. 16
20 pounds fish line, No. 42, at 21 cents.....	4. 20
20 pounds fish line, No. 48, at 21 cents.....	4. 20
24 pounds fish line, No. 54, at 21 cents.....	5. 04
42½ pounds fish line, No. 60, at 21 cents.....	8. 925
4 dozen spring clips, 1½-inch, at \$1.40.....	5. 60
9 dozen spring clips, 1½-inch, at \$1.50.....	13. 50
18 pounds kingbolts, 2-inch, at 10 cents.....	1. 80
5 dozen brass clips, at \$3.50	17. 50
4 dozen axle clips, 4-inch, at 80 cents.....	3. 20
4 dozen axle clips, 4½-inch, at 80 cents.....	3. 20
4 dozen axle clips, 5-inch, at 90 cents.....	3. 60
6 dozen axle clips, at 90 cents	5. 40
2 dozen axle clips, 6½ inch, at \$1.35.....	2. 70
1 dozen axle clips, 7-inch	1. 75
11 bundles window cords, at 71 cents	7. 81
468 step bolts, 1½-inch, at \$1.35 per 100	6. 318
500 step bolts, 2-inch, at \$1.36 per 100	6. 80
470 shaft bolts, 1½-inch, at \$1.30 per 100.....	6. 11
300 shaft bolts, 2-inch, at \$1.40 per 100.....	4. 20
400 shaft bolts, 1½-inch, at \$1.35 per 100.....	5. 40
306 step bolts, 1½-inch, at \$1.30 per 100	3. 978
17 sets hub rings, 3½-inch, at 40 cents.....	6. 80
9 sets hub rings, 3½-inch, at 45 cents.....	4. 05
4½ sets hub rings, 4-inch, at 50 cents.....	4. 25
6 sets hub rings, 4-inch, at 50 cents.....	3. 00
2½ sets hub rings, 4½-inch, at 55 cents.....	1. 51
7 sets hub rings, 4½-inch, at 55 cents.....	3. 85
1 set hub rings, 5-inch.....	. 60
8 W. C. rings, 4-inch, at 30 cents	2. 40
11 boxes horseshoe nails, at 85 cents.....	9. 35
28 boxes horseshoe nails, No. 2, at 9½ cents	1. 71
41 boxes horseshoe nails, No. 2½, at 9 cents	3. 69
50 boxes horseshoe nails, No. 3, at 8½ cents	4. 25
70 boxes horseshoe nails, No. 4½, at 7½ cents	5. 25
49 packages shoe tacks, ¾-inch, at 7½ cents.....	2. 17
60 packages shoe tacks, ¾-inch, at 7½ cents.....	4. 50
5 packages shoe nails, ¾-inch, at 7½ cents .....	. 375
10 packages shoe nails, ¾-inch, at 7½ cents.....	. 75
31 packages shoe nails, ¾-inch, at 7½ cents.....	2. 325
64 packages finishing nails, 1½-inch, at 5 cents	3. 20
77 packages finishing nails, 1½-inch, at 5 cents	3. 75
24 packages finishing nails, ¾-inch, at 5 cents .....	. 70
18 packages finishing nails, 1-inch, at 5 cents .....	. 90
42 packages shoe nails, No. 3½, No. 21, at 10 cents per pound	2. 10
16 packages wire finishing nails, 1½-inch, at 4 cents .....	. 64

14 packages wire finishing nails, 1½-inch, at 4 cents	\$0.56
38 boxes shoe nails, 19 pounds, at 10 cents	1.90
18 pounds iron washers, at 5 cents .....	.90
20 pounds tin fasteners, at 12½ cents	2.50
10 dozen staples, No. 9, at 28 cents	2.80
10 dozen staples, No. 10, at 33 cents	3.30
2 dozen carpet tacks, No. 6, at 25 cents .....	.50
44 dozen carpet tacks, No. 8, at 30 cents	13.20
1 dozen carpet tacks, No. 12 .....	.50
36 gross tin ears, at 12 cents	4.32
32 gross tin handles, at 42 cents	13.44
47 gross tin handles, No. 2, at 45 cents	21.15
10 gross tin handles, No. 3, at 37 cents	3.70
6 gross tin handles, No. 4, at 41 cents	2.46
4 gross wood screws, ¼-inch, No. 2, at 12½ cents .....	.50
4 gross wood screws, ⅜-inch, No. 3, at 12½ cents .....	.50
15 gross wood screws, ½-inch, No. 3, at 12½ cents	1.88
9 gross wood screws, ⅝-inch, No. 5, at 12½ cents	1.13
6 gross wood screws, ¾-inch, No. 3, at 12½ cents .....	.75
14 gross wood screws, ½-inch, No. 2, at 12½ cents	1.75
13 gross wood screws, ½-inch, No. 4, at 12½ cents	1.63
8 gross wood screws, ½-inch, No. 5, at 12½ cents	1.00
13 gross wood screws, ⅝-inch, No. 3, at 12½ cents	1.63
6 gross wood screws, ¾-inch, No. 4, at 12½ cents .....	.75
9 gross wood screws, ¾-inch, No. 7, at 15 cents	1.35
16 gross wood screws, ¾-inch, No. 8, at 16½ cents	2.64
27 gross wood screws, ¾-inch, No. 9, at 16½ cents	4.46
12 gross wood screws, ¾-inch, No. 4, at 12½ cents	1.50
12 gross wood screws, ¾-inch, No. 6, at 15 cents	1.80
40 gross wood screws, ¾-inch, No. 6, at 15 cents	6.00
56 gross wood screws, ¾-inch, No. 8, at 17 cents	9.52
7 gross wood screws, ¾-inch, No. 11, at 20 cents	1.40
15 gross wood screws, ¾-inch, No. 12, at 20 cents	3.00
3 gross wood screws, ¾-inch, No. 8, at 15.5 cents	2.00
4 gross wood screws, ¾-inch, No. 7, at 16.5 cents .....	.66
11 gross wood screws, ¾-inch, No. 9, at 18 cents	1.98
59 gross wood screws, ¾-inch, No. 10, at 20 cents	11.80
2 gross wood screws, ¾-inch, No. 11, at 21 cents .....	.42
29 gross wood screws, 1-inch, No. 5, at 15.6 cents	4.52
30 gross wood screws, 1-inch, No. 6, at 16.6 cents	4.98
23 gross wood screws, 1-inch, No. 7, at 17.6 cents	4.04
98 gross wood screws, 1-inch, No. 9, at 20 cents	19.60
30 gross wood screws, 1-inch, No. 10, at 22 cents	6.60
30 gross wood screws, 1-inch, No. 11, at 23 cents	6.90
13 gross wood screws, 1-inch, No. 12, at 24 cents	3.12
7 gross wood screws, 1½-inch, No. 8, at 21 cents	1.47
17 gross wood screws, 1½-inch, No. 9, at 22 cents	3.74
14 gross wood screws, 1½-inch, No. 10, at 23 cents	3.22
15 gross wood screws, 1½-inch, No. 11, at 25 cents	3.75
10 gross wood screws, 1½-inch, No. 11, at 25 cents	2.50
4 gross wood screws, 1½-inch, No. 13, at 30 cents	1.20
5 gross wood screws, 1½-inch, No. 14, at 34 cents	1.70
12 gross wood screws, 1½-inch, No. 9, at 24 cents	2.88
5 gross wood screws, 1½-inch, No. 10, at 25 cents	1.25
10 gross wood screws, 1½-inch, No. 11, at 28 cents	2.80
30 gross wood screws, 1½-inch, No. 11, at 28 cents	8.40
4 gross wood screws, 1½-inch, No. 12, at 30 cents	1.20
40 gross wood screws, 1½-inch, No. 12, at 30 cents	12.00
8 gross wood screws, 1½-inch, No. 13, at 30 cents	2.40
49 gross wood screws, 1½-inch, No. 14, at 37 cents	18.13
7 gross wood screws, 1½-inch, No. 16, at 46 cents	3.22
6 gross wood screws, 1½-inch, No. 12, at 32 cents	1.92
28 gross wood screws, 1½-inch, No. 16, at 50 cents	14.00
3 gross wood screws, 1½-inch, No. 10, at 29 cents .....	.87
10 gross wood screws, 1½-inch, No. 18, at 59 cents	5.90
34 gross wood screws, 2-inch, No. 14, at 46 cents	15.64
8 gross wood screws, 2-inch, No. 16, at 55 cents	4.40

gross wood screws, 2-inch, No. 18, at 67 cents.....	\$1.34
gross wood screws, 2½-inch, No. 12, at 39 cents.....	3.12
gross wood screws, 2½-inch, No. 14, at 48 cents.....	3.36
gross wood screws, 2½-inch, No. 16, at 60 cents.....	4.80
gross wood screws, 3-inch, No. 20, at \$1.06	6.36
gross wood screws, 2½-inch, No. 20, at 80 cents.....	9.60
boxes tire bolts, 1½ by 1½ inches, at 26 cents	10.66
boxes tire bolts, 2 by 2 inches, at 28 cents	4.76
boxes tire bolts, 2 by 2½ inches, at 30 cents	8.10
dozen carpet tacks, No. 10, at 37 cents	16.65
dozen carpet tacks, No. 12, at 43 cents .....	.97
dozen rubber-hose nozzles, at \$2.45.....	9.39
dozen graters, at 20 cents.....	.80
zinc oilers, No. 6, at 12½ cents	1.125
oilers, No. 5, at 10.4 cents.....	.936
oilers, No. 4, at 6.7 cents .....	.535
oilers, No. 1, at 5 cents.....	.25
dozen oilers, No. 2, at 80 cents	1.33
dozen iron oilers, No. 1, at \$2.75.....	8.25
dozen iron oilers, No. 2, at \$3.....	9.00
dozen file handles, at 13 cents	1.17
dozen door bolts, 3-inch, No. 315, at 75 cents	13.50
dozen door bolts, 4-inch, No. 305, at 75 cents	3.00
dozen door bolts, 4-inch, No. 3258, at 90 cents	17.10
dozen door bolts, 4-P, No. 3259, at \$2.35	3.92
dozen door bolts, 3-P, No. 258, at 90 cents.....	8.10
dozen rim knob locks, at \$2.75	7.56
planes, No. 17, at 70 cents.....	15.40
dozen spring hinges, No. 10, at \$1	3.00
IX dish pans, 21-quart, at \$4.30	6.10
dozen dish pans, 14-quart, at \$2.99.....	4.50
dozen dish pans, 10-quart, at \$2.48.....	10.54
dozen dish pans, 8-quart, at \$2.26.....	7.31
L. C. dish pans, 21-quart, at 18.8 cents .....	.94
L. C. dish pans, 17-quart, at 25.5 cents.....	2.29
dozen L. C. dish pans, 14-quart, at \$2.65	3.975
dozen dish pans, 8-quart, at \$2.03.....	6.60
dish pans, 10-quart, at \$2.27	11.35
dozen dish pans, 7-quart, at \$1.80	4.05
dozen dippers, No. 22.....	1.37
dozen dippers, No. 20, at \$1.17	8.19
dozen L. C. dippers, No. 22, at \$1.37.....	3.425
dozen IX dippers, No. 20, at \$1.17	2.95
dozen enameled pails, 12-quart, at \$7.80	42.25
case matches	10.00
dozen corkscrews, No. 501, at \$2.65.....	3.98
razor straps, No. 1, at 32½ cents.....	3.68
dozen razor straps, No. 100, at \$2.25	3.93
dozen meat choppers, at \$3.....	4.50
boxes scrapers, at 29.2 cents	1.46
canvas stools, at 33.7 cents	2.35
gross clothespins, at 70 cents	9.10
dozen chisel handles, No. 10.....	.35
dozen corkscrews .....	.80
dozen door bolts, 4-inch, No. 362, at 50 cents	3.00
dozen door bolts, 9-inch, No. 362, at 65 cents	5.85
sets pulleys, 3-inch, No. 10, at \$1.10	4.40
sets steel planes, No. 2, at \$1.45.....	20.30
sets steel planes, No. 122, at 72 cents.....	2.88
dozen spoke planes, No. 55, at \$1.35.....	6.75
dozen horseshoe knives, at \$3.25	5.69
dozen bits.....	3.50
dozen spurs, at \$7.50	3.75
dozen whip sockets, at \$1	2.00
dozen cake turners, at \$1.05.....	1.05
tape measures, 75 feet, at \$2.50	22.50
tape measures, 50 feet, at \$1.75	15.75

4 boxes twine, No. 63, at 26½ cents.....	\$1.65
9 dozen teaspoons, No. 301, at 12 cents.....	1.08
6 dozen washtub chains, at 80 cents.....	4.80
11 ice shaves, at 35 cents.....	3.85
2 gross tablespoons, No. 140, at 90 cents.....	1.80
2 gross tablespoons, No. 305, at 82 cents.....	1.64
5 planes, No. 35, at 95 cents.....	4.75
4 steel planes, No. 2, at \$1.05.....	4.20
9 steel planes, No. 3, at \$1.14.....	10.26
4 steel planes, No. 4, at \$1.30.....	5.20
6 planes, No. 135, at 75 cents.....	4.50
2½ dozen chain bolts, 3-inch, P. No. 3259, at \$2.50.....	6.25
4 dozen door bolts, 3-inch, P. No. 32217, at \$2.05.....	8.20
2 dozen casters, No. 20, at \$1.10.....	2.20
½ dozen blind shutters, No. 3050, at \$2.25.....	1.12
½ dozen blind shutters, P. No. 052, at \$3.50.....	1.75
8 gauges, No. 72, at 14.6 cents.....	1.17
28 block planes, No. 3, at 55 cents.....	15.40
16 planes, No. 15, at 55 cents.....	8.80
2 dozen casters, 1½-inch, No. 122, at \$4.12.....	8.24
2 packages brass wire cloth, at 62½ cents.....	1.25
10 dozen long-handle spoons, 10-inch, at 32.3 cents.....	3.23
10 dozen spoons, 12-inch, at 47½ cents.....	3.23
8 dozen spoons, 14-inch, 56½ cents.....	4.52
8 dozen spoons, 16-inch, at 70.6 cents.....	5.65
7 dozen spoons, 18-inch, at 84.3 cents.....	5.90
10 dozen spoons, 20-inch, at 87½ cents.....	8.75
2 dozen enameled spoons, 10-inch, at 55 cents.....	1.10
4 dozen enameled spoons, 12-inch, at 65 cents.....	2.60
½ dozen enameled spoons, 14-inch, at 75 cents.....	.37
5 dozen pie plates, at 30 cents.....	1.50
12½ dozen T hinges, 3-inch, at 26 cents.....	3.18
16½ dozen T hinges, 4-inch, at 28.5 cents.....	4.70
19½ dozen T hinges, 6-inch, at 85 cents.....	16.58
5½ dozen T hinges, 8-inch, at \$1.15.....	6.38
14 dozen strap hinges, 3-inch, at 30 cents.....	4.20
14½ dozen strap hinges, 4-inch, at 36 cents.....	5.22
8½ dozen strap hinges, 5-inch, at 44 cents.....	3.85
18½ dozen strap hinges, 6-inch, at \$1.....	18.75
8½ dozen strap hinges, 8-inch, at \$1.40.....	11.93
4½ dozen strap hinges, 10-inch, at \$1.50.....	7.12
2½ dozen strap hinges, 8-inch, at \$1.40.....	3.60
743½ pounds hinges, 10-inch, at 3 cents.....	22.30
3 axes, at 75 cents.....	2.25
1 dozen kingbolts.....	3.50
11 pounds cockeyes, at 8 cents.....	.88
4 pairs shaft couplings, at 35 cents.....	1.40
1 pair shaft couplings, 1½-inch.....	1.20
4½ dozen kingbolts, No. 4, at \$2.....	8.60
1½ dozen kingbolts, No. 33, at \$2.....	3.00
12½ gross patty pans, at \$1.20.....	14.70
5½ dozen dustpans, at 80 cents.....	4.40
2½ dozen family coal shovels, at \$1.50.....	3.75
4 dozen enamel spoons, 16-inch, at 90 cents.....	3.60
4 dozen enamel spoons, No. 18, at \$1.05.....	4.20
6 dozen enamel spoons, 20-inch, at \$1.20.....	7.20
1 dozen long-handle family coal shovels.....	1.50
1½ dozen long-handle family coal shovels, at \$1.75.....	2.63
2 dozen fry pans, at \$2.....	4.00
1 dozen fry pans, No. 5.....	.45
1 saucepan, No. 12.....	.90
1½ dozen picks, at \$5.50.....	8.25
1 dozen picks.....	5.50
1½ dozen picks, at \$7.25.....	10.88
2 picks, at \$1.12½.....	2.25
4 hoes, at 50 cents.....	2.00
9½ dozen hammer handles, 24-inch, at 63 cents.....	6.15

1½ dozen hatchet handles, at 40 cents	\$0. 535
1 saucepan, No. 10 .....	. 80
1½ dozen hoes, at \$3.50	4. 66
2½ dozen hoes, at \$3	7. 00
18 dozen pie plates, 8-inch, at 17 cents	3. 06
10 dozen pie plates, 9-inch, at 28 cents	2. 80
6 dozen cake molds, 5½-inch, at 50 cents	3. 00
8 oil cans, ½-gallon, at 15 cents	1. 20
3 oil cans, 1-gallon, at 15 cents .....	. 46
2 handmade teakettles, at \$1.25	2. 50
2 handmade teakettles, at 25 cents .....	. 50
3 tin teapots, 1½-gallon, at 30 cents .....	. 90
1 tin teapot, 5-gallon, at .....	. 50
3 tin teakettles, 3-gallon, at 40 cents	1. 20
23 tin lamps, at 10 cents	2. 30
1 tin lamp .....	. 20
2 tin pots, at 7½ cents .....	. 15
5 2-story tin lunch pails, at 10 cents .....	. 50
17 funnels, at 3 cents .....	. 51
2 teapots, 1-gallon, at 17½ cents .....	. 35
2 tin pails, No. 4, at 15 cents .....	. 30
1 tin pail .....	. 20
1 tin teakettle .....	. 25
½ dozen tin-pail compartments, at 60 cents .....	. 30
8 dozen tin-pail compartments, 1-quart, at 5 cents .....	. 40
2 enameled chambers, No. 1½, at 32½ cents .....	. 65
1 enameled chamber cover .....	. 15
1 fishing lamp .....	. 15
1 dozen fruit jars, 1-gallon	1. 85
10 dozen cake molds, 9-gallon, at 75 cents	7. 50
2 dozen cake molds, 1-gallon, at \$1	2. 00
1 dozen cake molds, 8-gallon .....	. 75
7 dozen cake molds, 8-gallon, at 75 cents	5. 25
2 dozen cake molds, 9-gallon, at 80 cents	1. 60
2 dozen cake molds, 7-gallon, at 75 cents	1. 50
3 dozen cake molds, 7-gallon, at \$1.50	4. 50
1 dozen oval molds, ½-quart .....	. 30
2 dozen oval molds, 1-quart, at 35 cents .....	. 70
1 dozen oval molds, 2-quart .....	. 40
6 pudding pans, large, at 26.6 cents	1. 60
5 pudding pans, small, at 5 cents .....	. 25
3½ dozen fruit jars, ½-gallon, at \$1.25	4. 26
½ dozen enamel sugar bowls, No. 401, at \$4.20	1. 05
9 glass sugar bowls, at 30 cents	2. 70
1½ dozen enamel pails, 1-quart, at \$2	2. 17
1½ dozen enamel pails, 2-story, 1-quart, at \$2.50	2. 71
½ dozen glass sugar bowls, at \$3.50	1. 05
5 nickel-plated coffeepots, at 50 cents	2. 50
1 handmade cash box .....	. 50
1 handmade tin lunch basket .....	. 35
1 saucepan, 4-quart .....	. 70
1 candlesticks, at 11½ cents .....	. 45
4 teapots, No. 31½, at 50 cents	2. 00
1 teakettle, No. 32 .....	. 50
1 teakettle, No. 33 .....	. 50
4 footed glasses, at 25 cents	1. 00
1 footed glass .....	. 40
6 oval glass dishes, at 20 cents	1. 20
1 glass pitcher .....	. 35
5 tumblers, at 20 cents	1. 00
3½ pair white glass vases, at 50 cents	1. 75
3 pair blue glass vases, at 30 cents .....	. 90
12 pair glass vases, at 30 cents	3. 60
3 oval glass dishes, at 20 cents .....	. 60
3 round glass dishes, at 30 cents .....	. 90
4 colored spittoons, at 10 cents .....	. 40
3 nickel-plated spittoons, at 25 cents .....	. 75

7 charcoal irons, No. 4, at 54.2 cents.....	\$2.80
$\frac{1}{2}$ dozen oil stoves, 1-burner, at \$6.50	3.25
$\frac{1}{2}$ dozen oil stoves, 2-burner, at \$13.50.....	6.75
2 oil stoves, 3-burner, at \$2	4.00
$1\frac{1}{2}$ dozen enameled pails, 2-quart, at \$2.40.....	2.40
3 dozen enameled pails, 3-quart, at 30 cents .....	.90
1 saucepan, 6-quart.....	.50
2 enameled pails, 4-quart, at 35 cents .....	.70
44 tins mixed paints, 1-pint, at 45 cents.....	19.80
23 tins mixed paints, 1-quart, at 90 cents.....	20.70
1 gross assorted keys	1.50
1 lawn mower, 14-inch	2.25
3 pepper cans, at 5 cents .....	.15
$\frac{1}{2}$ dozen pepper cans, large, at 70 cents .....	.35
8 pounds rope, at $12\frac{1}{2}$ cents	1.00
1 saucepan, No. 5 .....	.45
3 butter dishes, at 7 cents.....	.21
1 saucepan, No. 6 .....	.50
1 saucepan, No. 7 .....	.65
2 saucepans, No. 9, at 80 cents	1.60
1 saucepan, No. 11 .....	.90
2 saucepans, No. 12, at \$1	2.00
1 saucepan, No. 14	1.05
3 enameled kettles, tea, No. 30, at 38.3 cents	1.15
$1\frac{1}{2}$ dozen enameled kettles, tea, No. 60, at \$6.40	2.90
1 enameled kettle, tea, No. 90 .....	.85
2 iron kettles, tea, No. 5, wire, at 45 cents.....	.90
2 dozen broilers, No. 20, at \$4.30	8.60
9 dozen dandy brushes, at \$2.....	18.00
$1\frac{1}{2}$ dozen mouse traps, at \$1.15.....	1.35
4 dozen currycombs, No. 56, at \$1.60	6.40
1 dozen currycombs, No. 24	1.25
5 tin mail boxes, at 20 cents.....	1.00
1 teakettle	1.25
3 tin water carriers, at 15 cents.....	.45
2 dozen dandy brushes, at \$1.25	2.50
$14\frac{1}{2}$ gross can screws, $\frac{3}{4}$ -inch, at 95 cents.....	13.75
5 gross can screws, 1-inch, at \$1.20	6.00
5 gross can screws, $1\frac{1}{4}$ -inch, at \$1.60	8.00
$4\frac{1}{2}$ gross tin spouts, at 32 cents.....	1.44
4 dozen forks, 13-inch, at 75 cents	3.00
1 dozen tea strainers, No. 0 .....	.75
1 dozen tea strainers, No. 1	1.25
3 dozen drawer pulls, at 60 cents	1.80
$1\frac{1}{2}$ dozen brass drawer pulls, at 50 cents.....	.75
4 dozen egg-beaters, No. 10, at \$2.50.....	8.20
2 dozen wire stands, at 75 cents	1.50
5 dozen small tea strainers, at 20 cents.....	1.00
$1\frac{1}{2}$ gross tea spouts, at \$1.....	1.50
1 gross tin ears.....	.50
500 wooden knock, at 1 cent	5.00
1 gross wooden knots .....	.65
5 tin lamps, at 15 cents .....	.75
1 dozen wire broilers	5.00
14 rice-pan covers, at 25 cents	3.50
4 rice-pan covers, at 40 cents	1.60
$7\frac{1}{2}$ dozen galvanized wash basins, at \$1.30.....	9.85
$7\frac{1}{2}$ dozen tin wash basins, No. 8, at 95 cents	6.97
$3\frac{1}{2}$ dozen tin wash basins, at 88 cents.....	3.30
5 dustpans, at 10 cents .....	.50
$1\frac{1}{2}$ dozen fry pans, No 5, at \$2.50	2.70
4 iron fry pans, No. 4, at 20 cents.....	.80
$2\frac{1}{2}$ dozen white enameled basins, at \$5	13.33
$2\frac{1}{2}$ dozen enameled basins, No. 34, at \$3.....	8.50
$1\frac{1}{2}$ dozen flour sieves, at \$7.25	11.50
$1\frac{1}{2}$ dozen boys' ax handles, at 75 cents .....	.87
$2\frac{1}{2}$ dozen pick handles, at \$1.28.....	3.52

dozen ax handles, at \$1.65	\$4.95
100 feet fuse, at 85 cents per 100 feet.....	.43
boxes stove polish, at 15 cents .....	.45
300 percussion caps, at 10 cents	1.30
boxes axle grease, at 10 cents .....	.20
tins harness oil, small, at 30 cents.....	1.20
tins harness oil, large, at 46 cents	2.30
dozen American dampers, at 75 cents	1.50
enameled pail, 12 quarts .....	.75
gross clothespins.....	.70
clothes-wringing machine	2.95
1 match boxes, at 2½ cents .....	.247
coffee mills, at 37½ cents	1.125
dozen family coal shovels, at \$1.50.....	.75
1 dozen flour sieves, at 75 cents.....	.94
dozen fry pans, No. 6, at 20.6 cents .....	.62
lot assorted cake cups	10.00
1 dozen tin spoons, 10-inch, at 51 cents.....	.595
0 tin spoons, 12-inch, at 4.85 cents.....	.485
0 tin spoons, 14-inch, at 5.65 cents.....	.565
dozen tin spoons, 16-inch.....	.705
dozen tin spoons, 18-inch.....	.85
dozen tin spoons, 16-inch, round handle, at 80 cents .....	.40
spoons, 7-inch, round handle, at 3.57 cents .....	.25
ladles, at 6½ cents.....	.187
cake turners, at 4 cents.....	.12
cake turners, at 64 cents.....	.32
dozen tea strainers, at 70 cents.....	.35
tea strainers, at 6 cents.....	.18
scythe, No. 2 .....	.25
dozen forks, 3 tines .....	.50
forks, 2 tines, 13-inch, at 6 cents .....	.48
tin funnels, at 15 cents	1.20
4 wooden-handle ladles, at 15 cents	2.10
tea strainers, at 6 cents.....	.18
dozen chisel handles, at 75 cents.....	6.75
dozen wire toasters .....	.50
sprinkler.....	2.00
wire broiler .....	.35
galvanized buckets, 9-inch, at 19 cents.....	.95
galvanized buckets, 10-inch, at 21 cents.....	.42
galvanized buckets, 11-inch, at 23 cents.....	1.15
galvanized buckets, 12-inch, at 25 cents.....	1.25
galvanized buckets, 13-inch, at 29.2 cents.....	3.80
galvanized buckets, 14-inch, at 37.5 cents.....	3.00
galvanized buckets, 15-inch, at 39.6 cents.....	2.77
1½ dozens galvanized round tubs, 12-inch, at \$3.60	5.10
dozen galvanized round tubs, 14-inch, at 35 cents	1.05
4 American buckets, 11-inch, at 20 cents .....	.80
1½ dozen ax handles, at 75 cents	1.25
5 handles wire clotheslines, at 25 cents	1.25
2 picks, at \$1	2.00
5 stone hammers, 8-pound, at 80 cents	4.00
6 stone hammers, 10-pound, at \$1.....	6.00
1 canvas stool .....	.50
1 tin pot.....	.10
11½ dozen cake turners, at 47 cents.....	5.48
2½ dozen wooden-handle ladles, No. 20, at 75 cents.....	2.0625
4 dozen egg-beaters, at 75 cents.....	3.00
2½ dozen tin candlesticks, at 75 cents.....	1.81
4 egg-beaters, at 17½ cents.....	.69
2½ dozen wire egg-beaters, at 75 cents	1.56
1 wire egg whips, at 5 cents .....	.45
1 graters, at 2.1 cents .....	.189
1 skimmers, at 10.4 cents.....	.936
7 coconut graters, at 5 cents .....	.35
1 dozen coconut graters .....	.45

4½ dozen tea strainers, at 25 cents.....	1.2
1 dozen potato squeezers .....	.7
1½ dozen tea strainers, at 60 cents.....	1.1
3 lemon squeezers, at 7½ cents .....	.2
2½ dozen potato mashers, at \$1.28.....	3.2
1 set table knives and forks, No. 1015	1.1
1 set table knives and forks, No. 1011	1.1
1 set table knives and forks, No. 425	1.1
3 sets table knives and forks, No. 421, at 41.3 cents	1.2
5 sets table knives and forks, No. 4255, at 41.4 cents.....	2.1
1 dozen table forks .....	.1
5 table knives, at 12.6 cents .....	.6
½ dozen table knives, No. 442, at \$1.75 .....	.8
3 bread knives, at 33.3 cents.....	1.0
½ dozen bread knives, 9-inch, at \$3	1.5
½ dozen bread knives, at \$3.50	1.8
1 bread knife, 10-inch.....	.1
1 bread knife, 11-inch.....	.1
5 dozen bread knives, 12-inch, at 35 cents.....	1.8
7 wood-handle knives and forks, at 6½ cents .....	.5
4 small putty knives, at 13½ cents.....	.5
1 large putty knife, at 50 cents	2.0
1 tape measure, 50-inch	1.0
1 tape measure, 75-inch	2.0
1 razor strap .....	.1
1 razor strap .....	.1
2 rubber hoze nozzles, at 20.4 cents .....	.4
1 dozen packing needles .....	.1
½ dozen bicycle bells, at \$3.....	1.5
500 fishhooks, No. 40, at 35 cents per hundred	1.8
300 fishhooks, No. 70, at 55 cents per hundred	1.7
2 dozen key rings, at 20 cents .....	.4
1 dozen pepper bottles.....	.1
10 can openers, at 2.9 cents .....	.3
1½ dozen key chains, at 85 cents.....	1.3
4 key chains, at 6½ cents .....	.3
1½ dozen wire corkscrews, at 34 cents .....	.5
1 rim knob rock.....	.1
2 alarm whistles, at 75 cents.....	1.5
3 horseshoe knives, at 27 cents .....	.8
1 hose mender .....	.1
1 mortise lock.....	1.0
1 mortise lock.....	1.0
2 meat choppers, at 25 cents.....	.5
1 door lock, No. 7794	1.0
1 door lock, No. 1230	1.0
1 door lock, large.....	2.0
10 auger bits, ⅝, at 7.9 cents.....	.8
10 auger bits, ¾, at 10½ cents	1.1
6 auger bits, ⅞, at 12½ cents .....	.7
9 auger bits, 1, at 12.4 cents	1.1
2 pair scissors, No. 7, at \$1.40	2.8
1 pair scissors, No. 8.....	1.0
7 monkey wrenches, 6-inch, at 16.4 cents	1.2
7 monkey wrenches, 2-inch, at 18½ cents .....	.9
1 hollow punch .....	.1
1 hollow punch, ¼-inch .....	.1
1 hollow punch, 1-inch .....	.1
1 hollow punch, 1½-inch .....	.1
1 hollow punch, 1¾-inch	1.0
1 hollow punch, 1½-inch	1.0
1 nickel faucet .....	.7
2 nickel faucets, at \$1.25	2.5
5 steel bits, at 80 cents.....	4.0
4 bundles fish lines, at 10½ cents.....	.4
5 washtub chains, at 6.7 cents .....	.3
1½ dozen bread pans, 12 by 9 inches, at \$1.40.....	2.1

dozen bread pans, 14 by 10 inches, at \$2.15.....	\$3.00
dozen bread pans, 16 by 10 inches, at \$2.45.....	3.47
dozen bread pans, 16 by 17 inches, at \$3.50.....	4.65
dozen milk pans, 2½-quart, at 22.5 cents.....	5.44
dozen milk pans, ½-quart, at 25.5 cents.....	13.43
dozen milk pans, 1-quart, at 31.5 cents.....	15.12
dozen milk pans, 2-quart, at 42 cents.....	10.26
dozen milk pans, 3-quart, at 51 cents.....	2.38
dozen milk pans, 1½-quart, at 37.5 cents.....	4.71
dozen milk pans, 4-quart, at 55 cents.....	1.24
dozen milk pans, 1-quart, at 85 cents.....	2.25
dozen milk pans, 12-quart, at 95 cents.....	3.25
wooden wash sink.....	2.30
enameled wash sink, 20 by 30.....	5.75
rolls green wire cloth, at \$2.42.....	7.25
rolls green wire cloth, 24-inch, at \$2.80.....	8.40
rolls green wire cloth, 30-inch, at \$3.50.....	10.50
rolls green wire cloth, 36-inch, at \$4.20.....	12.60
dozen fry pans, No. 5, at \$2.50.....	5.83
dozen fry pans, No. 4, at \$2.20.....	3.11
dozen fry pans, No. 3, at 2.20.....	2.75
dozen enameled dippers, No. 14, at \$1.40.....	1.86
dozen enameled dippers, No. 16, at \$1.60.....	1.87
enameled dippers, No. 20, at 25 cents.....	1.25
enameled dippers, No. 24, at 36½ cents.....	1.45
enameled coffeepots, No. 15, at 30 cents.....	2.40
enameled pitchers, No. 13, at 37½ cents.....	.75
dozen enameled pans, ½-quart, at \$2.45.....	1.225
enameled pans, 12-quart, at 29.3 cents.....	2.35
tin teakettles, No. 31½, at 38.3 cents.....	1.15
tin teakettles, No. 32, at 25 cents.....	2.25
enameled saucepans, No. 02, at 21.6 cents.....	.65
enameled pans, No. 03, at 31.6 cents.....	1.90
pieces enameled urinals, at \$2.10.....	12.60
dozen coffee cups, at 35 cents.....	3.25
dozen mellow dishes, at \$3.....	1.50
dozen coffee saucers, at 10 cents.....	.725
dozen 5-inch plates, at 30 cents.....	.975
dozen coffee cups, at 90 cents.....	2.55
dozen 10-inch soup plates, at 85 cents.....	1.56
dozen colored coffee cups, at 70 cents.....	4.60
dozen colored cake plates, at \$1.....	1.75
dozen cake plates, 9-inch.....	.75
dozen colored soup plates, at 85 cents.....	2.55
dozen colored saucers, at 25 cents.....	.55
oval dishes, at 35 cents.....	1.75
stone teapots, at 36 cents.....	.70
oval plates, at 35 cents.....	1.75
oval plates, at 30 cents.....	.90
oval milk bowls, at 10 cents.....	.50
colored saucers, at 5 cents.....	.45
colored cake plates, at 7.5 cents.....	.75
white chambers, at 46 cents.....	5.05
dozen colored chambers, at \$5.50.....	10.80
white bowls, at 6.3 cents.....	.56
dozen colored bowls, at 75 cents.....	2.50
dozen cake plates, at 75 cents.....	1.50
dozen colored plates, at 45 cents.....	.225
dozen soup plates, 7-inch, at 55 cents.....	1.19
dozen soup plates, 8-inch, at 75 cents.....	1.19
colored cake plates, at 10 cents.....	.70
water pitcher.....	.30
water pitchers, at 18½ cents.....	.375
pounds shot, at 7.2 cents.....	1.44
pounds shot, No. 9, at 7.2 cents.....	1.44
pounds shot, No. 8, at 7.2 cents.....	1.44
pounds shot, No. 6, at 6 cents.....	.48

1½ dozen axle clips, 5½-inch, at \$1.10.....	\$2.55
1½ dozen axle clips, 5-inch, at 90 cents.....	1.41
2½ dozen axle clips, 5-inch, at 90 cents.....	2.25
2½ dozen axle clips, 6-inch, at \$1.10.....	2.75
2½ dozen axle clips, 6½-inch, at \$1.35.....	3.37
1 dozen axle clips, 7½-inch, at \$1.75.....	1.75
2 dozen axle clips, 8-inch, at \$2.....	4.00
5 scythes, at 75 cents.....	3.75
10 dandy brushes, No. 10, at 16.6 cents.....	1.66
9 dandy brushes, No. 10, at 14.5 cents.....	1.30
1½ dozen floor brushes, at \$2.50.....	3.94
1 wringer.....	2.95
5 shoe brushes, at 11 cents.....	1.10
3 currycombs, No. 26, at 13.3 cents.....	.40
4 currycombs, No. 24, at 10.5 cents.....	.42
1 duster.....	.25
1 whisk broom.....	.10
3 hatstands, at \$1.47.....	4.41
2 clothes hooks, at 15.6 cents.....	.31
2 coffee mills, at \$1.90.....	3.80
4 coffee mills, at 46½ cents.....	1.86
1 grindstone.....	1.50
1 twine box.....	.60
4 laundry irons, 26 pounds, at 4 cents.....	1.60
5 pie plates, 7-inch, at 2 cents.....	.10
7 pie plates, 8-inch, at 2.2 cents.....	.15
1½ dozen pie plates, 9-inch, at 30 cents.....	.45
5 coffeepots, No. 15, at 30 cents.....	1.50
8 enameled teapots, No. 0, at 26.8 cents.....	2.15
2 enameled teakettles, No. 30, at 38.5 cents.....	.77
2 enameled spittoons, No. 4, at 25 cents.....	.50
1 set wineglasses, assorted.....	1.75
4 enameled spoons, 20-inch, at 10 cents.....	.40
2 enameled pitchers, No. 20, at 90 cents.....	1.80
4 enameled spoons, 18-inch, at 9 cents.....	.36
5 enameled spoons, 16-inch, at 7.5 cents.....	.37
½ dozen enameled spoons, 14-inch, at 75 cents.....	.37
2 dozen enameled spoons, 12-inch, at 6.25 cents.....	.12
4 dozen enameled spoons, 10-inch, at 4.6 cents.....	.18
2 enameled teapots, No. 1, at 27.5 cents.....	.55
4 sugar bowls No. 401, at 26.25 cents.....	1.05
4 sugar bowls No. 402, at 60 cents.....	2.40
1½ dozen enameled cups, No. 8, at 52.5 cents.....	.79
½ dozen enameled cups, No. 10, at 75 cents.....	.37
2 enameled dippers, No. 14, at 10.5 cents.....	.21
1 enameled dipper.....	1.45
1 dozen enameled plates, No. 2.....	.66
¾ dozen enameled plates, at 66 cents.....	.44
3½ dozen enameled plates, No. 1½, at 55 cents.....	1.75
10 enameled cake plates, 10-inch, at 9.6 cents.....	.96
2½ dozen enameled plates, 9-inch, at 97.5 cents.....	2.10
1½ dozen enameled plates, 8-inch, at 75 cents.....	1.19
2½ dozen enameled plates, 7-inch, at 75 cents.....	1.75
4½ dozen enameled pie plates, 7-inch, at 50 cents.....	2.30, 2.08
2½ dozen enameled pans, 1-quart, at 75 cents.....	1.95
1½ dozen enameled pans, 1½-quart, at 90 cents.....	1.35
7 dozen enameled pans, 2-quart, at 9.3 cents.....	.65
3 enameled bowls, No. 125, at 7 cents.....	.21
1 dozen enameled bowls, No. 14.....	1.00
8 oval plates, 12-inch, at 15 cents.....	1.20
1½ dozen painted tin trays, at \$1.50.....	1.625
8 painted trays, at 21 cents.....	1.68
4 enameled funnels, No. 1, at 8.5 cents.....	.34
6 enameled funnels, at 11.5 cents.....	.675
4 enameled funnels, No. 4, at 16 cents.....	.64
3 enameled pitchers, at 31.3 cents.....	.94
5 enameled scoops, No. 3, at 11.3 cents.....	.565

enameled sandal sticks, No. 25, at 12.5 cents.....	\$0. 375
enameled chambers, No. 1, at 28 cents .....	. 565
enameled cover, at 98.7 cents.....	. 174
enameled covers, at 33 cents.....	. 66
enameled covers, at 08.7 cents.....	. 174
two-story lunch pails, No. 53, at 43½ cents.....	. 875
enameled fry pans, No. 4, at 16.2 cents.....	1. 13
dozen enameled fry pans, No. 5, at \$2.25	1. 125
enameled fry pans, at 25 cents.....	1. 75
1 enameled fry pans, at 30 cents.....	3. 30
3 enameled fry pans, at 44 cents.....	4. 40
mouse traps, at 14.5 cents .....	. 29
soldering irons, at 18½ cents .....	. 375
soldering iron .....	. 15
waterpots, at 40 cents .....	. 80
dozen large harness oil.....	5. 00
dozen galvanized oval tubs, at \$4.95.....	2. 475
wash sinks, 20-inch, at \$2.60	13. 00
white enameled wash sinks, 34-inch, at \$6.75.....	33. 75
½ dozen drawknives, 12-inch, at \$6.60.....	12. 10
½ dozen drawknives, 10-inch, at \$6	9. 00
handsaws, 24-inch, at 37½ cents.....	2. 25
½ dozen handsaws, 26-inch, at \$9.50.....	26. 12
dozen handsaws, No. 7, at \$12.30	36. 90
comb saws, at 40 cents	1. 20
½ dozen rib saws, 28-inch, at \$15.21.....	25. 35
handsaws, No. 18, 26-inch, at \$1.625	3. 25
dozen compass saws, at \$1.75 .....	. 875
disk saws, No. 12, 26-inch, at \$1.625.....	13. 00
disk saws, 28-inch, at \$1.875.....	11. 25
disk saws, at \$1.....	3. 00
disk saws, No. 12, 26-inch, at \$1.24.....	6. 20
½ dozen disk saws, at \$19.50.....	32. 50
½ dozen disk saws, No. 12, 22-inch, at \$16.70.....	43. 13
dozen disk saws, No. 120, 26-inch, at \$1.833.....	16. 50
½ dozen challenge saws, 26-inch, at \$9.50.....	20. 58
½ dozen challenge saws, 24-inch, at \$8.50.....	43. 20
challenge saws, 22-inch, at 66.6 cents.....	5. 99
½ dozen challenge saws, 18-inch, at \$7.50.....	10. 625
carpenter levels, at \$1.10	3. 30
carpenter levels, at 41.6 cents.....	2. 91
5 pounds oilstones, at 20 cents	5. 00
11 dozen hammers, No. 11, at \$5.25.....	57. 75
¾ dozen hatchets, No. 1, at \$4.50.....	29. 25
2 dozen hammers, No. 13, at \$4.05	8. 10
bits, No. 102, at \$1.083	9. 75
2 dozen hammers, No. 30, at \$1.75.....	3. 50
axes, No. 2, at 73.2 cents	5. 85
¾ dozen shingle hatchets, No. 2, at \$5.10	16. 15
¾ dozen No. 1 hatchets, at \$3.60	34. 20
4½ dozen hatchets, at \$4.75	21. 77
1½ dozen dog chains, No. 0, at \$2.01.....	3. 35
2 dozen dog chains, No. 4, at \$1.35.....	2. 70
5 hatchets, No. 2, at \$4.72½.....	23. 325
3 dozen shingle hatchets, No. 1, at \$4.80	14. 40
4 stand lamps, at 11½ cents .....	. 45
1 dozen stand lamps.....	3. 25
½ dozen stand lamps, at \$4.....	2. 00
2 colored stand lamps, at \$1.25.....	2. 50
2 footed stand lamps, at 80 cents.....	1. 60
1 brass stand lamp, at \$1	1. 00
1 2-burner gas stove	5. 25
1 3-burner gas stove	7. 00
1 1-burner gas stove	4. 25
1 tin oven	1. 00
3 B. H. hanging lamps, at \$3.50	10. 50
1 looking-glass	1. 10

1 looking-glass, 14 inches.....	\$1.35
2 looking-glasses, 18 inches, at \$1.90.....	3.80
1 looking-glass, 2 feet.....	2.40
2 looking-glasses, 2½ feet, at \$5.50.....	11.00
2 looking-glasses, 3 feet, at \$7.75.....	15.50
1 looking-glass, 4 feet.....	20.00
7 cash boxes, No. 1, at 34.3 cents.....	2.40
2½ dozen cash boxes, No. 2, at \$4.50.....	11.625
3 fiber water coolers, at \$1.25.....	3.75
3 painted water coolers, large, at \$3.50.....	10.50
6 umbrella stands, at \$1.....	6.00
1 oval water boiler.....	2.00
5 hat hooks, at 17 cents.....	.85
1 large lawn mower.....	7.50
1 truck, No. 3.....	9.10
2 combination money drawers, at \$1.25.....	2.50
5 carpets, 15 by 24, at \$1.10.....	3.30
2 wire mats, 20 by 36, at \$1.95.....	3.90
2 wire mats, 22 by 30, at \$1.30.....	2.60
1 wire mat, 16 by 34.....	1.00
3 lunch boxes, at 15 cents.....	.45
1 coffee mill.....	1.75
1 drawknife.....	.67
1 crosscut saw, No. 8.....	.40
1 twine box.....	.25
2 dandy brushes, at 17.5 cents.....	.35
1 butcher's scale.....	7.50
1 cane knife.....	.65
1 crosscut saw, 4 feet.....	1.80
1 crosscut saw, 5½ feet.....	2.15
1 crosscut saw, 6 feet.....	1.95
4 axes, at \$1.....	4.00
2 axes, at 85 cents.....	1.70
1 ax, small.....	.75
1 ice-cream freezer.....	2.75
1 counter scale.....	3.25
1 pickax.....	.75
6 wash sinks, 20 by 36, at \$2.60.....	15.60
1½ dozen hitching ropes, at \$1.65.....	2.475
1 hoe.....	.15
1 3-tine fork.....	.46
1 hoe.....	.70
1 shovel.....	.75
1 crosscut saw, No. 7.....	.45
9 ball corks, at 29.5 cents.....	2.65
8 shade hanging lamps, at \$3.....	24.00
1 hanging lamp.....	4.00
1 hanging lamp, B. H.....	3.50
2 enameled saucepans, No. 301, at 15.6 cents.....	.312
3 enameled saucepans, No. 302, at 17.5 cents.....	.525
3 enameled saucepans, No. 303, at 18½ cents.....	.562
1 enameled saucepan, No. 03.....	.317
1 enameled saucepan, No. 02.....	.216
1 enameled saucepan, No. 06.....	.40
1 enameled saucepan, No. 08.....	.50
1 enameled saucepan, large.....	.75
1 enameled saucepan, No. 600.....	.40
1 enameled saucepan pail, 1 quart.....	.17
2 enameled saucepans, 1½ quarts, at 18½ cents.....	.375
3 enameled saucepans, 2 quarts, at 21 cents.....	.65
2 enameled saucepans, 3 quarts, at 27.5 cents.....	.55
1 enameled saucepan, 4 quarts.....	.30
3 enameled saucepans, 8 quarts, at 46 cents.....	1.38
2 enameled saucepans, 10 quarts, at 67.5 cents.....	1.35
1 enameled saucepan, 12 quarts.....	.65
1 enameled saucepan, No. 3.....	.35
2 enameled saucepans, No. 4, at 15 cents.....	.30

enameled pail, 12 quarts	\$0.75
water cooler	1.75
100 feet rubber hose, $\frac{1}{4}$ -inch, at 8.55 cents	42.75
100 feet rubber hose, $\frac{1}{4}$ -inch, at 10.26 cents	51.30
school bags, at 15 cents	1.50
canvas stool .....	.35
green wire cloth, 20-inch	2.45
ber trays, No. 3, at 25 cents	1.25
ber trays, No. 1, at 20 cents .....	.60
ber buckets, at 40 cents	2.00
ber buckets, at 40 cents	1.20
ber bucket .....	.40
enameled corner washbowl	4.50
100 sets fiber tubs, at \$3.75	7.50
100 dozens wineglasses, at 45 cents	3.86
100 dozens small shimmets, at 35 cents	3.00
100 dozen dippers, No. 160, at 99.9 cents	1.082
100 dozen dippers, No. 220, at \$1.35	4.162
100 dozen dippers, No. 240, at \$1.55	2.84
100 dozens dippers, No. 320, at \$3.75	13.40
100 dozen strainers, large, at \$3	1.50
100 dozen strainers	1.80
galvanized round tubs, 30-inch, at \$1.05	8.15
dish pans, 7-quart, at 17 cents .....	.34
dish pans, 8-quart, at 22.6 cents .....	.68
dish pans, 10-quart, at 24 $\frac{1}{2}$ cents .....	.99
dish pans, 14-quart, at 29.9 cents .....	.897
dish pans, 17-quart, at 36.4 cents	2.55
dish pans, 20-quart, at 42.8 cents .....	.856
I. C. dish pans, 7-quart, at 15 cents .....	.60
100 dozen I. C. dish pans, 8-quart, at \$2.43	1.215
100 dozen I. C. dish pans, 10-quart, at \$2.724	1.362
100 dozens I. C. dish pans, 14-quart, at \$2.44	9.76
100 dozens I. C. dish pans, 17-quart, at 30.3 cents .....	.91
100 tin dippers, No. 13, at 6.2 cents .....	.62
100 dozen No. 16 tin dippers, at 88.5 cents	1.55
100 tin dippers, No. 18, at 9 cents .....	.36
100 tin dippers, No. 22, at 12 cents .....	.36
100 dozen pocket knives	1.75
100 dozen pocket knives, at \$1.50	2.00
100 dozen pocket knives, No. 16575, at \$10	5.00
100 pocket knives, No. 2029, at 58 cents	1.16
100 pocket knives, No. 3669, at 75 cents	4.50
100 pocket knives, No. 2189, at 75 cents	3.75
100 pocket knives, No. 4449, at \$1	6.00
100 pocket knives, No. 7493P, at 33.5 cents .....	.67
100 dozen pocket knives, No. 4819, at \$11.67	5.835
100 pocket knife, No. 3447 .....	.634
100 pocket knives, No. 8019, at 25.7 cents	1.80
100 dozen pocket knives, No. 8018, at \$2	1.00
100 pocket knives, No. 13575, at 48 cents	1.92
100 pocket knives, No. 693, at 20.85 cents .....	.834
100 dozen pocket knives, No. 835, at \$1.75 .....	.875
100 pocket knives, No. 473, at 33.3 cents	1.332
100 pocket knife, No. 240, at 33.5 cents .....	.335
100 dozen pocket knives, No. 3428, at \$4.25	2.125
100 pocket knives, at 25 cents .....	.50
100 dozen pocket knives, No. 6316, at \$3.50	1.75
100 pocket knives, No. 308, at 33.3 cents	1.332
100 pocket knife, No. 7393 .....	.335
100 dozen scissors, No. 1013	1.75
100 dozen scissors, 6-inch, at \$1.50 .....	.75
100 pocket knives, No. 3220, at 64 cents	2.415
100 5 Lion brand razors, at 83.3 cents	4.165
100 3 Lion brand razors, No. 0147, at 33.4 cents	1.00
100 3 Lion brand razors, No. 03492, at 85.3 cents	2.50
100 hair clipper, No. 1	2.40

1 hair clipper, No. 2.....	\$2.80
11 Sm. locks, at 9.63 cents	1.06
4 pairs scissors, 10-inch, at 60 cents.....	2.40
3 scissors, at 88.4 cents	2.65
1 pair scissors, 11-inch .....	.95
3 pairs scissors, 12-inch, at 75 cents	2.25
3 brass bells, at 10 cents .....	.30
3 bicycle bells, at \$1.20	2.40
2 rim night latches, at 57.5 cents	1.15
1 rim night latch, No. 4778 .....	.75
2 table bells, No. 12, at \$1	2.00
2 door bells, at \$1.30.....	2.60
1 dozen extend bits.....	2.00
100 giant powder caps .....	.85
3 pairs scissors, 8-inch, at 16.6 cents .....	.50
½ dozen scissors, 9-inch, at \$2.50.....	1.25
3 pairs scissors, 9-inch, at 16.6 cents .....	.50
½ dozen scissors, 8-inch, at \$2.....	1.00
5 pairs scissors, 9-inch, at 19 cents .....	.95
½ dozen pairs scissors, 6-inch, at \$3.60	1.80
4 pairs scissors, 7-inch, at 35 cents.....	1.40
½ dozen pairs scissors, 8-inch, at \$4.80.....	2.40
3 pairs scissors, 9-inch, at 47.5 cents.....	1.42
4 pairs scissors, 10-inch, at 62.5 cents	2.50
3 hammers, No. 1½, at 25 cents .....	.75
3 hammers, No. 15, at 37.5 cents	1.12
2 hammers, No. 11, at 43½ cents .....	.87
3 tack hammers, at 5 cents.....	.15
3 tack hammers, at 14.6 cents .....	.44
5 horseshoe hammers, at 32.5 cents.....	1.62
1 set screw-drivers.....	1.40
6 augers, 6-inch, at 17.5 cents .....	.85
1 auger, 8-inch .....	.18
1 hand drill.....	2.40
2 pluck punches, at 20.85 cents.....	.41
1 dozen marking brushes.....	.50
½ dozen combination tools, No. 165, at \$4	2.00
1 combination tool, No. 2 .....	.85
7 pliers, 4½-inch, at 29.3 cents	2.05
2 braces, 10-inch, at \$1.125.....	2.25
1 brace, No. 122.....	1.25
1 brace, No. 1.....	1.00
1 auger bit	1.25
5 settle punches, No. 5, at 3.4 cents.....	.17
½ dozen settle punches, No. 6, at 40 cents .....	.20
8 dozen settle punches, No. 7, at 6.14 cents.....	.50
5 rivet sets, at 12.5 cents .....	.62
4 nail sets, No. 6, at 4.14 cents.....	.17
1 dozen screw-drivers, No. 653 .....	.75
3 hatchets, No. 2, at 73 cents	2.19
5 shingle hatchets, at 27 cents.....	1.35
2 axes, at 37½ cents .....	.75
1 hatchet .....	.30
8-pound oil stone.....	1.60
1 extend bit	1.10
2 sliding bowls, 8-inch, at 17.5 cents .....	.35
4 sliding bowls, 10-inch, at 21½ cents.....	.85
3 steel squares, 4-inch, at 9.26 cents.....	.27
4 steel squares, 6-inch, at 14.6 cents.....	.58
5 steel squares, 8-inch, at 18.8 cents.....	.93
2 steel squares, 2-inch, at 35 cents .....	.70
4 steel planes, at 11½ cents.....	.45
3 gauges, at 8.1 cents .....	.25
1 compass.....	.32
3 level glasses at, 8.1 cents .....	.25
5 screw-drivers, 7-inch, at 32 cents.....	1.60
3 screw-drivers, 8-inch, at 36.6 cents.....	1.10

2 screw-drivers, 3-inch, at 96 cents	\$0. 192
4 screw-drivers, 6-inch, at 15 cents .....	.60
1 dozen screw-drivers, 8-inch, at \$2.20	1. 10
2 saw sets, at 67 cents	1. 34
1 dozen screw-drivers, 6-inch, at 85 cents .....	.425
4 screw-drivers, at 11½ cents .....	.45
2 screw-drivers, 10-inch, at 13.3 cents .....	.266
1 whitewash brush .....	.30
1 draw knife, 12-inch .....	.55
4 compass saw handles, at 8½ cents .....	.35
6 saw handles, at 25 cents	1. 50
2 saw handles, at 16 cents .....	.32
2 saw blades, at 40 cents .....	.80
1 Challenge saw, 18-inch .....	.625
1 Challenge saw, 24-inch .....	.73
2 Challenge saws, 26-inch, at 79.5 cents	1. 59
1 Challenge saw, 28-inch	1. 26
1 combination saw .....	.38
1 saw, 36-inch, No. 7	1. 085
1 saw	1. 25
1 disk saw, 24-inch	1. 10
1 disk saw, 26-inch	1. 15
1 saw, No. 120, 26-inch .....	.95
1 butcher saw	2. 10
2 braces, at 30 cents .....	.60
1 carpenter level	1. 15
6 saw sets, at 12½ cents .....	.75
1 steel plane, No. 2	1. 05
1 steel plane, No. 3	1. 15
1 steel plane, No. 4	1. 30
1 steel plane, No. 5	1. 45
1 steel plane, No. 130 .....	.40
1 steel plane, No. 9½ .....	.55
1 steel plane, No. 122 .....	.72
1 steel plane, No. 35 .....	.95
8 hammers, at 10 cents .....	.80
6 dozen carpenters' pencils, at 22.5 cents	1. 35
4 small planes, at 55 cents	2. 20
1 forge plane, 15-pound .....	.55
1 plane .....	.95
3 planes, at 90 cents	2. 70
2 planes, at \$1	2. 00
1 plane	1. 10
7 oilers, No. 2 at 7.85 cents .....	.48
7 oilers, No. 0, at 5 cents .....	.35
2 gauges, at 5 cents .....	.10
1 brass bell .....	.10
5 oilers, No. 1, at 21 cents	1. 68
1 oiler, No. 2 .....	.35
1 box chisels, 12-inch .....	.75
1 scythe, No. 2 .....	.45
1 chisel .....	.50
1 nail puller	1. 00
1 set auger bits	1. 00
1 dozen mixed blue paint, at \$3.24	1. 62
1 dozen raw umber paint	2. 60
1 dozen burnt umber paint, at \$2.65	2. 85
1 dozen yellow paint, at \$3.25	6. 50
1 tin large vermilion paint, at 75 cents	1. 50
1 tin small vermilion paint	5. 70
1 tin green paint, at \$2.75	5. 50
1 tin black paint, at \$2.75	1. 375
1 tin raw sienna, at \$2.60	3. 25
1 tin burnt sienna	2. 60
1 tin assorted paints, No. 24, at \$3.25	5. 95
7 tins assorted mixed paints, at \$2.25	26. 44
1 tin vermilion paint, at \$3	5. 25

1 nickel stand lamp.....	\$1.75
3 dozen bottles varnish, at 50 cents.....	1.50
6 reams sandpaper, at \$2.567	15.40
4 sets casters, No. 3, at 20 cents .....	.80
6 sets casters, No. 5, at 25 cents	1.50
5 square bolts, 3-inch, at 2.5 cents .....	.125
$\frac{1}{2}$ dozen square bolts, 4-inch, at 7.5 cents .....	.375
10 round bolts, 3-inch, at $6\frac{1}{2}$ cents .....	.625
$\frac{1}{2}$ dozen round bolts, 4-inch, at 50 cents.....	.25
$\frac{1}{2}$ dozen round bolts, 5-inch, at 65 cents.....	.25
1 dozen bolts, 3-inch, at 95 cents .....	.95
1 dozen bolts, 4-inch.....	.95
4 small locks, No. 030, at 64 cents .....	.25
5 chest locks, No. 032, at 10 cents.....	.50
3 chest locks, No. 171, at 12.5 cents.....	.375
4 chest locks, No. 104, at 17.5 cents .....	.70
2 chest locks No. 106, at 20 cents .....	.40
6 chest locks, at 25 cents.....	1.50
3 chest locks, No. 64, at 9.2 cents.....	.275
$\frac{1}{2}$ dozen chest locks, No. 166, at \$1.25.....	.625
11 chest locks, No. 101, at 16.5 cents.....	1.81
5 chest locks, No. 40, at 20 cents.....	1.00
9 chest locks, No. 38, at 11.7 cents.	1.05
3 chest locks, No. 36, at 12 cents .....	.35
7 gate spring hinges, No. 1, at 99.3 cents .....	.65
8 gate spring hinges, at 6.1 cents.....	.48
$1\frac{1}{2}$ dozen door pulls, at \$1.10.....	1.19
10 locks, No. 700, at 7.5 cents .....	.75
1 set door pulls, 3-inch, at \$1.10.....	1.10
1 dozen door pulls, $1\frac{1}{4}$ -inch.....	4.15
1 pair draw pulls, No. 11.....	.10
1 pair draw pulls, No. 12.....	.15
4 pair copper chest handles, No. 1722, at 8.5 cents .....	.35
2 pair copper chest handles, No. 23 $\frac{1}{2}$, at 27.5 cents .....	.55
$\frac{1}{2}$ dozen drawer pulls, No. 1409, at 60 cents.....	.30
$1\frac{1}{2}$ dozen drawer pulls, No. 1418, at $50\frac{1}{2}$ cents.....	.67
4 bottom bolts, 3-inch, at $18\frac{1}{2}$ cents.....	.75
6 dozen top bolts, 3-inch, at 21 cents.....	1.25
4 dozen bolts, 4-inch, at $21\frac{1}{2}$ cents .....	.85
$\frac{1}{2}$ dozen cupboard shutters, at 40 cents .....	.20
$\frac{1}{2}$ dozen cupboard shutters, No. 3216, at 45 cents.....	.225
$1\frac{1}{2}$ dozen cupboard shutters, No. 3506, at \$1.67.....	2.50
$1\frac{1}{2}$ dozen window shutters, at \$1.....	1.75
3 dozen show-case springs, No. 1401, at 75 cents	2.25
4 brass locks, No. 07702, at 10 cents .....	.40
3 chest locks, No. 045, at 32.5 cents.....	.975
$\frac{1}{2}$ dozen chest locks, No. 750, at \$3.60	1.80
7 chest locks, No. 571, at 35 cents.....	2.45
3 chest locks, No. 0607 $\frac{1}{2}$, at 45 cents.....	1.35
10 small locks, No. 700, at 7.5 cents.....	.75
11 small locks, No. 702, at 7.5 cents.....	.825
1 dozen small locks, No. 704 .....	.60
$\frac{1}{2}$ dozen chest locks, at 90 cents.....	.45
2 chest locks, No. 626, at 5 cents .....	.10
1 dozen chest locks, No. 0620.....	.75
3 galvanized rings, No. 17, at 9.2 cents .....	.275
3 galvanized rings, No. 15, at 6.7 cents .....	.20
$\frac{1}{2}$ dozen iron rings, $2\frac{1}{4}$ -inch, at 20 cents.....	.10
3 dozen iron rings, at 30 cents.....	.90
$\frac{1}{2}$ dozen iron rings, large, at 50 cents .....	.25
4 dozen sliding sheaves, 1-inch, at 20.4 cents .....	.816
3 dozen sliding sheaves, $\frac{1}{2}$ -inch, at $16\frac{1}{2}$ cents.....	.487
$5\frac{1}{2}$ dozen rein hooks, No. 626, at 20 cents.....	1.065
1 dozen rein hooks, No. 616.....	.25
$1\frac{1}{2}$ dozen rein hooks, No. 13, at 95 cents.....	1.75
5 drawer knobs, at 2.65 cents	1.325
9 drawer knobs, at 2.63 cents	2.367

1½ dozen sash lifts, at 30 cents.....	\$0. 45
2 padlocks, No. 926, at 43.3 cents.....	. 866
3 padlocks, No. 925, at 32.5 cents.....	. 975
1 dozen padlocks, B & H.....	2. 00
8 padlocks, No. 1303, at 6.7 cents.....	. 536
2 padlocks, No. 303, at 8.35 cents.....	. 167
8 padlocks, No. 4019, at 7.5 cents.....	. 60
3 padlocks, No. 4017, at 7.5 cents.....	. 22
3 padlocks, B & H, at 20 cents.....	. 60
4 padlocks, at 12.5 cents.....	. 50
1 dozen awning pulleys, No. 76.....	. 45
9 awning pulleys, 1½-inch, at 6 cents.....	. 54
5 awning pulleys, 2½-inch, at 9.2 cents.....	. 46
10 awning pulleys, No. 74, at 2.7 cents.....	. 27
½ dozen awning pulleys, 1½-inch, at 45 cents.....	. 225
4 dozen awning pulleys, 2-inch, at 6.88 cents.....	. 275
½ dozen awning pulleys, No. 35, 1-inch, at \$1.....	. 50
½ dozen awning pulleys, No. 35, ½-inch, at 75 cents.....	. 375
5 gross brass rings, at 30 cents.....	. 90
1 gross screw eyes, ½-inch.....	. 45
2 gross screw eyes, ¾-inch, at 75 cents.....	1. 50
5½ dozen chandelier hooks, No. 401, at 50 cents.....	2. 75
20 gross brass screw hooks, ½ to 1½ inch, at 9.25 cents.....	18. 50
3½ dozen cupboard bolts, ¾-inch, at 75 cents.....	2. 625
4 dozen cupboard bolts, at 90 cents.....	3. 60
½ dozen hinges, 2½-inch, at \$1.50.....	. 75
1 pair hinges, 4-inch, at 14.5 cents.....	. 145
4 pair hinges, 3½-inch, at 12.5 cents.....	. 50
5 pair hinges, 3½-inch, at 12.5 cents.....	. 625
1 dozen hinges, 1½-inch.....	. 16
2 dozen hinges, 1½-inch, at 18 cents.....	. 36
3 dozen hinges, 2½-inch, at 3.35 cents.....	. 10
6 dozen hinges, 3-inch, at 3.5 cents.....	. 20
9 dozen hinges, 3-inch, at 10 cents.....	. 90
1½ dozen brass hinges, 3-inch, at \$1.25.....	1. 57
22 dozen painting brushes, at \$1.714.....	37. 70
10 whitewash brushes, No. 6, at 30.8.....	3. 08
7 whitewash brushes, No. 5, at 35.4 cents.....	2. 48
8 whitewash brushes, at 15.8 cents.....	1. 26
½ dozen blind fasteners, at \$2.25.....	1. 125
½ dozen blind fasteners, at \$3.50.....	1. 75
3 dozen clothes hooks, at 7.1 cents.....	. 213
6 dozen clothes hooks, at 12.5 cents.....	. 75
½ dozen gross clothes pins, No. 108, at \$1.20.....	. 60
2 gross screw hooks, at \$1.35.....	2. 70
1 dozen hasps and staples, at 40 cents.....	. 40
1 gross screw hooks and eyes, at \$1.....	3. 00
1½ dozen hinges, 3-inch, at 41 cents.....	. 65
1½ dozen hinges, 4-inch, at 46 cents.....	. 81
3 pairs hinges, 5-inch, at 4.9 cents.....	. 14
1½ dozen hinges, 6-inch, at \$1.05.....	1. 56
10 pair hinges, 8-inch, at 11.7 cents.....	1. 17
1 pair hinges, 8-inch, heavy, at 25 cents.....	. 25
1½ dozen hinges, T, 3-inch, at 27.5 cents.....	. 43
2½ dozen hinges, T, at 30 cents.....	. 80
9 pair hinges, 5-inch, at 3.3 cents.....	. 30
7 pair hinges, 6-inch, at 7.2 cents.....	. 50
1 pair hinges, T, at \$1.15.....	1. 15
7 pairs hinges, T, 10-inch, at 12.2 cents.....	. 85
1 dozen paint brushes, 2½-inch.....	2. 00
10 paint brushes, 3-inch, at 29 cents.....	2. 90
9 dozen marking brushes, at 50 cents.....	4. 50
1 dozen sliding sheaves.....	6. 25
16 bottles turpentine, at 16 cents.....	2. 55
10 bottles boiled oil, at 16 cents.....	1. 60
9 bottles varnish, at 35 cents.....	3. 15
1 dozen bread knives.....	4. 00

4½ dozen bread knives, at \$3.50.....	\$15.75
4½ dozen bread knives, at \$4.....	18.00
3 dozen knives, No. 442, at \$1.75.....	5.25
3½ dozen scissors, at \$3.60.....	9.00
2½ dozen scissors, 7-inch, at \$4.20.....	10.50
2½ dozen scissors, 8-inch, at \$4.80.....	12.00
2½ dozen scissors, 9-inch, at \$5.70.....	14.25
2½ dozen scissors, 10-inch, at \$7.50.....	18.75
1 dozen cold chisels, ⅝-inch, at \$1.25.....	1.25
2 dozen cold chisels, ¾-inch, at \$1.75.....	3.50
2½ dozen cold chisels, ⅞-inch, at \$1.25.....	3.12
½ dozen cold chisels, 1-inch, at \$3.....	1.50
4 dozen bread knives, 9-inch, at \$3.....	12.00
5 dozen butcher knives, 5-inch, at \$1.50.....	7.50
2 dozen forks, A, No. 1603, at 75 cents.....	1.50
2 dozen locks, at \$2.10.....	4.20
2 dozen Lion padlocks, at \$2.40.....	4.80
2 dozen chest locks, No. 64, at \$1.20.....	2.40
1 dozen locks, No. 171.....	1.50
1 dozen locks, No. 032.....	1.35
1 dozen locks, No. 166.....	1.25
1 dozen locks, No. 0702.....	1.20
1 dozen locks, No. 0101.....	1.88
4½ dozen scissors, 8-inch, at \$2.....	9.00
4½ dozen scissors, 9-inch, at \$2.25.....	10.125
2 dozen scissors, 8-inch, at \$2.....	4.00
2 dozen scissors, 9-inch, at \$2.50.....	5.00
½ dozen scissors, 9-inch, at \$7.60.....	3.80
½ dozen scissors, 12-inch, at \$9.....	4.50
1 dozen scissors, 11-inch.....	11.40
2½ dozen scissors, knives, and forks, No. 421, at \$4.96.....	12.40
2 dozen knives and forks, No. 425, at \$6.10.....	12.20
10 wood-handle knives and forks, at 5 cents.....	.50
1 dozen knives and forks.....	1.00
2½ dozen table forks, at 75 cents.....	1.875
1 dozen knives and forks.....	1.15
½ dozen razors, No. 3220, at \$2.25.....	3.37
½ dozen razors, No. 0142, at \$4.....	2.00
1½ dozen American auger bits ⅞-inch, at 95 cents.....	1.58
1½ dozen American bits, ⅝-inch, at 95 cents.....	1.50
½ dozen American bits, ¾-inch, at 95 cents.....	.425
2½ dozen American bits, ⅞-inch, at 95 cents.....	2.45
3 American bits, ½-inch, at 8.33 cents.....	.25
2½ dozen American bits, ⅞-inch, at \$1.05.....	2.80
1½ dozen American bits, ¾-inch, at \$1.10.....	1.925
1½ dozen American bits, ⅞-inch, at \$1.25.....	1.77
1½ dozen American bits, ¾-inch, at \$1.03.....	1.12
2 dozen American bits, ⅞-inch, at \$1.50.....	3.00
½ dozen pocket knives, No. 209, at \$7.....	3.50
1½ dozen pocket knives, No. 6316, at \$3.50.....	5.25
1 dozen pocket knives, No. 3428.....	4.25
2 dozen pocket knives, No. 693, at \$2.50.....	5.00
1 dozen pocket knives, No. 7393.....	4.00
1 dozen pocket knives, No. 13515.....	5.75
1½ dozen pocket knives, No. 8019, at \$3.10.....	4.65
½ dozen pocket knives, No. 3447, at \$7.60.....	3.80
5½ dozen files, 8-inch, at \$1.71.....	9.60
1 dozen saw files, 8-inch, at \$1.70.....	1.70
4 dozen saw files, 8-inch, at \$1.70.....	6.80
4½ dozen knife files, 8-inch, at \$1.30.....	6.175
14½ dozen files, 3½-inch, at 45 cents.....	6.525
11 dozen files, 3-inch, at 45 cents.....	4.95
2 dozen files, 4-inch, at \$1.10.....	2.20
6 dozen files, 4½-inch, at 81 cents.....	4.86
23 dozen files, 5-inch, at 60 cents.....	15.00
18 dozen files, 8-inch, at 81 cents.....	14.58
3½ dozen Irwin auger bits, ⅞-inch, at \$1.85.....	5.85

1 dozen Irwin auger bits, $\frac{1}{4}$ -inch, at \$1.62	\$6.61
1 dozen Irwin auger bits, $5\frac{5}{8}$ -inch, at \$1.85	6.01
1 dozen Irwin auger bits, $\frac{1}{2}$ -inch, at \$2.10	16.625
1 Irwin auger bits, $\frac{1}{4}$ -inch, at \$2.40	12.00
1 Irwin auger bits, $\frac{1}{2}$ -inch, 25.5 cents	2.04
1 Irwin auger bits, $\frac{1}{2}$ -inch, at 28.3 cents	3.12
1 Irwin auger bits, $\frac{1}{2}$ -inch, at 24.2 cents .....	.725
1 Irwin auger bits, 1-inch, at .....	.405
1 dozen Irwin auger bits, $\frac{1}{2}$ -inch, at \$4	2.00
1 dozen American auger bits, $\frac{1}{2}$ -inch, at \$1.50	3.00
1 dozen American auger bits, $\frac{1}{2}$ -inch, at \$1.08	5.40
1 dozen pocket knives, No. 2402, at \$4	2.00
1 dozen pocket knives, No. 8019, at \$2	4.00
1 dozen plain blades, 2-inch	5.00
1 oilstones, at 20 cents	2.20
1 dozen oil screw-drivers, No. 653, at 75 cents	3.00
1 dozen oil screw drivers, at \$1.25	3.75
1 dozen auger bits, $\frac{1}{2}$ -inch, at \$1.75	6.92
1 dozen auger bits, $\frac{1}{2}$ -inch, at \$1.25	4.92
1 dozen auger bits, $\frac{1}{2}$ -inch	1.75
1 dozen auger bits, $\frac{3}{4}$ -inch, at 60 cents	2.90
1 dozen auger bits, $\frac{1}{2}$ -inch, at 60 cents	4.35
1 extend bits, at 75 cents	15.00
1 carpenter's rules, No. 84, at 20 cents .....	.40
1 carpenter's rules, No. 62, at 25 cents	1.25
1 dozen box chisels, No. 76	7.20
1 dozen braces, No. 122, at \$15	28.75
1 level glasses, at 45 cents .....	.64
1 dozen brass hinges, $2\frac{1}{2}$ -inch, at \$1	3.00
1 dozen brass hinges, 3-inch, at \$1.40	4.20
1 dozen plug pinchers, at \$2.50	2.50
1 auger bits, 1-inch, at 12.5 cents .....	.375
1 dozen saddle punches, No. 3 $\frac{1}{2}$, at 40 cents	3.20
1 dozen Settle punches, $3\frac{1}{2}$ -inch, at 75 cents	2.95
1 dozen nail sets, No. 8, at 50 cents	1.16
1 dozen rivet sets, No. 3, at \$1.50	3.00
1 dozen auger bits, No. 1032, at \$1.75	3.00
1 extend bits, at \$1.30	6.50
1 dozen files, No. 10, at \$1.60	4.00
1 dozen 12-inch files, at \$2.16	4.84
1 dozen half-round files, 12-inch, at \$5.10	12.325
1 dozen files, 10-inch, at \$3.90	7.80
1 dozen 12-inch wood files, at \$3.90	6.50
1 dozen wood files, at \$3.25	4.31
1 dozen files, 12-inch, at \$2.10	8.58
1 dozen files, 10-inch, at \$2.10	24.15
1 feather dusters, at 50 cents	1.00
1 bracket lamps, at \$1	2.00
1 carriage lamp .....	.90
1 dozen whisk brooms, at \$1.25	2.50
1 dozen sets table castors, No. 3, at \$2.40	4.80
1 dozen sets table castors, No. 5, at \$3	9.00
1 dozen brass pulls, No. 2, $3\frac{1}{2}$ -inch	3.30
1 dozen brass pulls, No. 1722, at \$7	10.50
1 dozen augers, No. 3, at 50 cents	1.50
1 dozen augers, No. 4, at 65 cents	1.30
1 dozen augers, No. 210, at 50 cents	1.50
1 pairs blind hinges, at 10 cents	6.00
1 dozen gate locks, No. 1, at 73 cents	2.55
1 dozen padlocks, No. 926, at \$5.20	12.80
1 dozen padlocks, No. 925, at \$3.85	15.40
1 dozen padlocks, B. & H., No. 9, at \$2	12.00
1 dozen padlocks, B. & H., No. 5, at \$1.60	6.40
1 dozen padlocks, No. 635, at 90 cents	3.60
1 dozen chest locks, No. 626, at 40 cents	2.80
1 dozen padlocks, No. 4019, at 90 cents	6.30
1 dozen padlocks, No. 4017, at 85 cents	4.25

½ dozen padlocks, No. 10, at \$1.20	\$0.60
4 dozen padlocks, No. 045, at \$3.90	15.60
1 dozen padlocks, No. 0611½	5.40
1 dozen locks, No. 750	3.60
1 dozen locks, No. 751	4.20
2 dozen locks, No. 106, at \$2.40	4.80
10 dozen putty knives, at \$1.75	17.50
3 dozen pliers, 4½-inch, at \$3.50	10.50
1 dozen pliers, 6-inch	4.20
28 dozen brass padlocks, No. 030, at \$1.10	30.80
7 dozen brass padlocks, No. 1303, at 80 cents	5.60
6 pairs barber shears, No. 1, at \$2.40	14.40
2 pairs barber shears, No. 2, at \$2.80	5.60
4 dozen padlocks, No. 704, at 69 cents	2.76
8 dozen padlocks, No. 702, at 90 cents	7.20
3 dozen padlocks, No. 70, at 90 cents	2.70
1 dozen padlocks, No. 1401	2.40
3 dozen spring shutters, at 75 cents	2.25
10 locks, No. 702, at \$1.20	12.00
5 dozen locks, B. & H. 99, at \$2.50	12.50
4 dozen locks, No. 0473½, at \$1.15	4.60
8 dozen locks, No. 0700, at \$1.20	9.60
2½ dozen hinges, 3½ by 3½ inch, at \$2	5.00
2½ dozen hinges, 2½-inch, at \$1.50	3.75
10 spring locks, No. 4778, at 75 cents	7.50
34 spring locks, No. 169, at 57 cents	19.38
51 dozen spring locks, No. 156, at 44 cents	22.44
3 dozen hinges, 3 by 3 inch, at \$1.20	3.60
4 dozen hinges, 1½-inch, at 13 cents .....	.52
4 dozen hinges, 1½-inch, at 18 cents .....	.72
2 dozen hinges, 1½-inch, at 20 cents .....	.40
10 dozen hinges, 2-inch, at 25 cents	2.50
3 dozen hinges, 2½-inch, at 30 cents .....	.90
9 dozen hinges, 3-inch, at 40 cents	3.60
1 dozen compass saws .....	.20
½ dozen gauges, ¾-inch, at \$3.90	1.95
½ dozen gauges, ¾-inch, at \$4.55	2.27
8 gauges, ¾-inch, at \$4.34	3.47
10 gauges, ¾-inch, at 46 cents	4.60
7 gauges, 1-inch, at 55 cents	3.85
1½ dozen chisels, ¾-inch, at \$2.52	3.78
1 dozen chisels, ¾-inch	2.40
3½ dozen chisels, ¾-inch, at \$4.50	15.75
2½ dozen chisels, ¾-inch, at \$4.80	12.00
2½ dozen chisels, 1-inch, at \$5.10	12.75
2½ dozen chisels, 1½-inch, at \$5.35	13.38
2½ dozen chisels, 2-inch, at \$3.60	9.00
18 draw pulls, No. 01224, at 17.9 cents	3.22
6 dozen chest locks, No. 33900, at 21 cents	1.26
11 pairs brass hinges, 4-inch, at 30 cents	3.30
2 mortise locks, at \$1.85	3.70
1 dozen augers, No. 1, at 33.4 cents	3.34
9 bundles copper wire, at 18.3 cents	1.65
4 dozen screw pulleys, ¾-inch, at 75 cents	3.00
3 dozen screw casters, 1-inch, at \$1	3.00
4 sliding bevels, 8-inch, at 17.5 cents	7.00
1½ dozen steel squares, 6-inch, at \$1.75	2.63
1½ dozen try-squares, 8-inch, at \$2.20	3.30
1½ dozen try-squares, 12-inch, at \$4.20	6.30
1 dozen try-squares, 4-inch, at \$1.38	1.38
4½ dozen saw sets, at \$1.50	6.75
5 door bells, at \$1.20	6.00
4 table bells, No. 12, at \$1	4.00
1 dozen saw handles, No. 7	1.00
14½ dozen carpenter rules, No. 68, at 80 cents	11.55
4 dozen carpenter rules, No. 84, at \$2.40	9.60
9 dozen carpenter rules, No. 62, at \$3	27.00

1½ dozen awls and tools, at \$4	\$6.00
4½ gross carpenter pencils, at \$2.50	11.05
35 steel planes, No. 9½, at 57 cents	19.95
20 steel planes, No. 130, at 35 cents	7.00
3 dozen hasps and staples, 6-inch, at 23 cents .....	.69
6 dozen hasps and staples, 5-inch, at 20 cents	1.20
6 dozen auger bits, ½-inch, at \$1.25	2.50
1 dozen auger bits, ⅝-inch	1.66
2 dozen auger bits, ¾-inch, at \$2.15	4.30
6 awls and tools, No. 2, at 85 cents	5.10
2 dozen awls and tools, No. 1, at 4.80	9.60
3 sets screw drivers, at \$2.25	6.755
5 drills, at 85 cents	6.80
4½ dozen screw drivers, 3-inch, at \$1.15	5.17
4½ dozen screw drivers, 6-inch, at \$1.80	8.10
2 dozen screw drivers, 7-inch, at \$2	4.00
1½ dozen screw drivers, 7-inch, at \$3.50	5.775
2½ dozen screw drivers, 8-inch, at \$4.40	11.00
2 dozen chisels, ½-inch, at \$3.25	6.50
2 dozen chisels, ⅝-inch, at \$3.45	6.90
2 dozen chisels, ¾-inch, at \$3.75	7.50
2 dozen chisels, ⅞-inch, at \$4.25	8.50
2 dozen chisels, 1-inch, at \$4.50	9.00
2 dozen chisels, 1¼-inch, at \$4.80	9.60
2 dozen chisels, 1-inch, at \$5.10	10.20
2 dozen chisels, 1½-inch, at \$5.65	11.30
½ dozen screw drivers, at \$1.30 .....	.65
5 spring saw sets, at 67 cents	3.35
7 gauges, 1½-inch, at 31.3 cents	2.19
1 dozen monkey wrenches, 6-inch	2.10
1 dozen monkey wrenches, 8-inch	2.25
5 gross blank keys, No. 8460, at \$1.25	6.75
21 dozen blank keys, No. 181, at \$1.05	22.05
8 dozen blank keys, No. 4404, at 29.5 cents	2.35
33 dozen blank keys, No. 7696, at 11 cents	3.60
30 dozen blank keys, No. 7612, at 12.1 cents	3.63
6 dozen porcelain knobs, No. 7, 1½-inch, at 25.9 cents	1.55
2 dozen spring shutters, No. 3215, at 35.5 cents .....	.71
10 dozen spring shutters, No. 3216, at 12.5 cents	1.25
1½ gross hooks, No. 6, at \$1.30	1.95
6 gross hooks, No. 70, at \$1.15	6.90
1½ gross of clothes hooks, at 85 cents	1.275
1 gross hat hooks, No. 108, at \$1.20	1.20
6 dozen screw hooks, No. 204, at 30 cents	1.80
2½ gross screw eyes, No. 0, at \$1.50	3.75
2 gross screw eyes, No. 2, at 75 cents	1.50
1 gross screw eyes, No. 4 .....	.50
1½ gross screw eyes, No. 6, at 50 cents .....	.75
1 gross screw eyes, No. 8 .....	.25
1 gross screw eyes, No. 10 .....	.22
1 gross screw eyes, No. 12 .....	.13
1 gross screw eyes, No. 14, at 12.5 cents .....	.125
2 dozen screw eyes, No. 2, 2½-inch, at \$1.10	8.80
7 dozen screw eyes, No. 15, 2½-inch, at 82.9 cents	5.80
4 dozen square bolts, No. 315, 2½-inch, at 3 cents	1.20
3 dozen square bolts, at 35 cents	1.05
3 dozen tack hammers, No. 25, at 60 cents	1.80
1 hand drill, No. 17	1.85
4 hand drills, No. 117, at \$2	8.00
1 dozen gate spring hinges, No. 4, at 70 cents	1.40
4 dozen gate spring hinges, No. 5, at 90 cents	3.60
4 dozen gate spring hinges, No. 6, at \$1.05	4.20
4 dozen gate spring hinges, No. 7, at \$1.40	5.60
4 gross screw hooks, 2½-inch, at \$1.15	4.60
2½ gross screw hooks, 3-inch, at \$1.35	3.375
2½ gross screw hooks, No. 3, at \$1	2.50
2½ gross screw hooks, No. 2, at \$1	2.50

1 gross screw hooks, No. 7.....	\$0.37
1 gross screw hooks, No. 11.....	.25
3 gross screw hooks, No. 1, at \$1.25	3.75
1 gross screw hooks, No. 6.....	.50
6 gross screw-eyes, No. 209, at 25 cents	1.50
2 dozen saw blades, No. 16, 8-inch, at 54 cents.....	1.08
2 dozen saw blades, No. 8, at 57 cents	1.14
3 dozen saw blades, No. 10, at 60 cents	1.80
3½ dozen bread knives, 11-inch, at \$3.75.....	13.12
3 dozen bread knives, 12-inch, at \$4.20.....	12.60
½ dozen clamps, 5-inch, at \$1.60 .....	.80
10 clamps, 6-inch, at 32.5 cents.....	3.25
2 dozen spring hinges, 10-inch, at \$1.....	2.00
3½ dozen drawer pulls, No. 12, at \$1.75.....	6.12
1½ dozen drawer pulls, No. 11, at 90 cents.....	1.44
3 dozen rein hooks, No. 18, ½-inch, at \$1.75	5.25
½ dozen sliding-door sheaves, ½-inch, at \$1.90.....	.95
6 dozen sliding-door sheaves, 1-inch, at \$2.45.....	1.12
4 pieces slate, 1-inch, at 2.5 cents.....	.10
1 dozen tack hammers, No. 2½.....	.60
8 dozen keys, No. 4256, at 30 cents.....	2.40
1 dozen awning pulleys, 1-inch .....	.45
1½ dozen awning pulleys, 2-inch, at \$1.75	2.55
1 dozen awning pulleys, 1½-inch .....	.72
1 dozen awning pulleys .....	.45
1½ dozen awning pulleys, 2-inch, at 81 cents.....	1.21
1 dozen match boxes .....	.40
1½ dozen stand lamps, at \$2.25	3.00
4 chimneys, at 3 cents .....	.12
4 dozen lamp burners, at 75 cents	3.00
3 dozen saw blades, 12-inch, at 70 cents.....	2.10
4 lamp burners, No. 1, at 6.3 cents.....	.25
5 lamp burners, No. 0, at 5 cents .....	.25
6 bottles liquid blue, at 10 cents .....	.60
5 shoe blacking, at 15 cents .....	.75
4 dozen shoe blacking, No. 1, at 15 cents.....	.60
2 dozen bottles shoe blacking, No. 2, at 20 cents.....	.40
7 dozen shoe blacking, No. 3, at 30 cents.....	2.10
1½ dozen shoe blacking, No. 4, at 30 cents.....	.45
4 lanterns, at 50 cents.....	2.00
6 lantern globes, at 7.5 cents .....	.45
1 dozen lantern chimneys, No. 1.....	.75
4 dozen lantern chimneys, No. 2, at 87.5 cents.....	3.50
7 large chimneys, at 30 cents.....	2.10
1 carriage lamp	1.00
½ gross wicks, 4½-inch, at 35 cents .....	.17
1 colored stand lamp	1.20
3 dozen lamp wicks, E, at 3.5 cents.....	.10
13 gross lamp wicks, A, at 30 cents	3.90
19 gross lamp wicks, B, at 45 cents	10.45
2 gross lamp wicks, D, at 85 cents	1.70
3 gross lamp wicks, O, at 75 cents	2.25
2 dozen lamp burners, No. 1, at 75 cents	1.50
8 dozen tin candlesticks, at 30 cents.....	2.40
6 tin ears, No. 30, at 4.2 cents .....	.25
14 smooth planes, No. 27, at 95 cents	13.30
4 feather dusters, at 50 cents	2.00
12½ dozen white cotton twine, at 40 cents	5.00
5 colored water coolers, at \$1	3.00
2 gross clothes hooks, No. 60, at 70 cents.....	1.40
10 dozen shelf brackets, 6 by 8 inches, at \$1.35.....	13.50
5 dozen shelf brackets, 4 by 5 inches, at 62 cents	3.10
3 dozen shelf brackets, 8 by 10 inches, at \$1.26.....	3.78
36 dozen saw handles, Nos. 2, 5, 7, at 25.9 cents	9.32
1½ dozen lamp reflectors, at \$3.50.....	4.95
1½ dozen assorted lamp hooks, at 20 cents.....	.22
3 colored stand lamps, at \$1.25	3.75

1 hanging lamp, No. 4319	\$5.30
1 hanging lamp, No. 4318	4.30
1 dozen stand-lamp fountains, at \$1.50	2.25
1 set wine glasses	2.25
1 dozen white cotton twine .....	.40
7 stand-lamp fountains, at 20 cents	1.40
4 stand lamps, at 40 cents	1.60
2 1/2 tumblers, at 35 cents .....	.845
6 dozen sandpaper, at 30 cents .....	.60
1 pair scissors	1.75
2 pairs pliers, at 37.5 cents .....	.75
100 carriage bolts, at 2.5 cents	2.50
30 dozen enameled papers, at 28 cents	8.40
7 cane knives, at 62.9 cents	4.40
2 small knives, at 35 cents .....	.70
4 stone chisels, 1/4 inch, at 18.75 cents .....	.75
4 stone chisels, No. 1, at 25 cents	1.00
2 stone chisels, 1/2 inch, at 12.5 cents .....	.25
3 steel planes, at \$1.125	3.375
1 dozen heaps and staples .....	.45
3 rivet sets, 1/2 inch, at 35 cents	1.05
2 rivet sets, 1/2 inch, at 40 cents .....	.80
1 rivet set, 1 inch .....	.60
2 rivet sets, 1 1/2 inch, at 85 cents	1.70
3 rivet sets, 1 1/2 inch, at \$1.05	3.15
4 rivet sets, 2 inches, at \$1.75	7.00
2 1/2 dozen sliding door sheaves, 2-inch, at \$1.10	2.29
9 saw-foot handles, at 14.2 cents	1.275
30 footed stand-lamp fountains, at \$2.25	5.625
1 1/2 dozen compass-saw handles, at 95 cents	1.20
2 dozen saw blades, 20-inch, at \$1.25	2.50
1 1/2 dozen saw blades, 24-inch, at \$1.25	1.875
2 dozen saw blades, 22-inch, at \$1.25	2.50
1 1/2 dozen lamp chimneys, at \$1	1.50
9 saw handles, at 31.7 cents	2.85
2 nail pullers, at \$1	2.00
1 gross lamp wicks, E, at 42.5 cents .....	.425
2 gross lamp wicks, A, at 36 cents .....	.72
2 1/2 gross stove wicks, 3 1/2-inch, at 45 cents	1.125
6 gross stove wicks, 4 1/2-inch, at 45 cents	2.70
3 sets wineglasses, at \$2	6.00
15 bundles fish lines, at 10 cents	1.30
21 boxes shoe eyes, at 7 cents	1.45
2 boxes ball blue, large, at 22.5 cents .....	.45
3 boxes ball blue, small, at 7 cents .....	.21
4 dozen colored plates, at 75 cents	3.00
5 dozen footed wineglasses, at 6.4 cents .....	.32
1 1/2 dozen tumblers, at 40 cents .....	.60
7 Eng. tumblers, at 10 cents .....	.70
1 1/2 dozen glass plates, at \$1.75	2.625
10 footed glasses, at 3 cents .....	.30
2 1/2 dozen footed wineglasses, at 75 cents	1.75
1 1/2 dozen large champagne glasses, at \$1.10	1.65
1 1/2 dozen cocktail glasses, at 36 cents .....	.60
1 1/2 dozen toothpick stands, at 40 cents .....	.50
4 dozen oilers, No. 1, at 60 cents	2.70
18 1/2 dozen oilers, No. 2, at 80 cents	14.80
10 1/2 dozen toilet soap, at 65 cents	6.83
21 dozen toilet soap, at 50 cents	5.50
14 dozen toilet soap, at 25 cents	3.50
13 dozen whips, at \$2	26.00
7 1/2 pounds lead pipes, at 6.4 cents	45.69
3500 feet galvanized pipe, 1/2-inch, at 8 cents	280.00
400 feet galvanized pipe, 1/2-inch, at 10 cents	400.00
250 feet galvanized pipe, 1-inch, at 8 cents	20.00
30 pounds finishing nails, 1 1/2-inch, at 7 cents	1.40
20 pounds-common cut nails, at 4.5 cents	1.80

68½ pounds galvanized nails, twentypenny, at 5½ cents	\$3.44
75½ pounds wire nails, threepenny, at 4.5 cents	3.41
50½ pounds common cut nails, twentypenny, at 3.5 cents	1.76
17½ pounds common cut nails, twelvepenny, at 3.6 cents	.63
53 pounds common cut nails, tenpenny, at 3.6 cents	1.91
48 pounds common cut nails, sixpenny, at 4 cents	1.92
2 dozen wire broilers, at \$1	2.00
2½ dozen stove poker, 18-inch, at 70 cents	1.75
9 dozen stove poker, 16-inch, at 3.4 cents	.31
1½ dozen forks, at 35 cents	.53
2½ dozen fry pans, No. 28, at \$3.85	9.63
3 dozen fry pans, No. 38, at 30 cents	.90
8½ dozen round spoons, No. 150, at 50 cents	4.13
8 dozen round spoons, No. 110, at 40 cents	3.20
1½ dozen tin spoons, No. 014, at 57 cents	.86
1 dozen tin spoons, No. 10, at 45 cents	.45
2½ dozen tin ladles, No. 14, at 50 cents	1.25
2½ dozen tin ladles, No. 12, at 40 cents	.90
1½ dozen tin spoons, 20-inch, at \$1.02	1.53
1 dozen tin spoons, 12-inch	.51
1 dozen tin spoons, 10-inch	.41
½ dozen wood-handle strainers, No. 26, at 62 cents	.31
½ dozen wood-handle strainers, No. 22, at 45 cents	.23
3 pair tinsmith shears, No. 48, at \$1.20	3.60
4 hoes, at 14½ cents	.58
½ dozen pepper cans, at 25 cents	.13
1½ dozen wooden faucets, small, at 34.5 cents	.52
3½ dozen wooden faucets, large, at 45 cents	1.58
120 pounds common cut nails, No. 4, at 4.5 cents	.54
41½ pounds common cut nails, No. 3, at 4.5 cents	.19
75 pounds finishing nails, No. 8, at 4.5 cents	.34
8 faucets, ½-inch, at 60 cents	.48
1 faucet	.12
9 stopcocks, 1-inch, at \$1.35	12.15
1 stopcock, ½-inch	.07
3 round stopcocks, ½-inch, at \$1.10	.33
7 stopcocks, ½-inch, at 43.5 cents	.30
1 faucet, 1-inch	.12
1 faucet, ½-inch	.07
1 faucet, ¾-inch	.10
4 rubber hose unions, at 15 cents	.60
21 soldering irons, 1-pound, at 15 cents	.32
8 soldering irons, 1½-pound, at 19 cents	.15
16 soldering irons, 21-pound, at 25 cents	.40
23½ pounds fish lines, No. 12, at 21 cents	.49
15 pounds fish lines, No. 315, at 21 cents	.32
28½ pounds fish lines, No. 18, at 21 cents	.60
35 pounds rope, No. 32, at 21 cents	.74
28½ pounds rope, No. 54, at 21 cents	.60
14 pounds rope, No. 60, at 21 cents	.29
10 pounds yell	.21
18 pounds whi	.38
652 carriage b	.40
477 carriage b	.30
700 carriage b	.50
618 carriage b	.40
895 carriage b	.80
306 carriage b	.20
400 carriage b	.30
965 carriage b	.90
535 carriage b	.40
431 carriage b	.50
488 carriage b	.60
692 carriage b	.60
406 carriage b	.30
368 carriage b	.30
339 carriage b	.30

150 carriage bolts, 2½ by ½-inch, per 100, at \$1.40	\$2. 10
1,200 carriage bolts, 3 by ½-inch, per 100, at 95 cents	11. 40
274 carriage bolts, 3 by ½-inch, per 100, at 95 cents	2. 60
211 carriage bolts, 3½ by ½-inch, per 100, at 97.5 cents	2. 05
350 carriage bolts, 3½ by ½-inch, per 100, at \$1.50	5. 25
532 carriage bolts, 2½ by ½-inch, per 100, at \$1	5. 32
432 carriage bolts, 3½ by ½-inch, per 100, at 1.60	6. 90
452 carriage bolts, 3½ by ⅝-inch, per 100, at \$1.225	5. 54
414 carriage bolts, 3½ by ⅝-inch, per 100, at \$1.25	5. 10
100 carriage bolts, 3½ by ½-inch, per 100, at \$1	1. 00
1,500 carriage bolts, 3½ by ½-inch, per 100, at \$1.025	15. 35
274 carriage bolts, 2½ by ½-inch, per 100, at \$1.30	3. 56
1,835 carriage bolts, 4 by ½-inch, per 100, at \$1.09	20. 55
500 carriage bolts, 4 by ½-inch, per 100, at \$1.65	8. 25
979 carriage bolts, 4 by ⅝-inch, per 100, at \$1.325	11. 65
63 carriage bolts, 4½ by ½-inch, per 100, at \$1.75	1. 15
522 carriage bolts, 4½ by ⅝-inch, per 100, at \$1.425	7. 44
415 carriage bolts, 5 by ½-inch, per 100, at \$1.85	7. 60
525 carriage bolts, 5 by ⅝-inch, per 100, at \$1.50	7. 83
54 carriage bolts, 5½ by ½-inch, per 100, at \$1.95	1. 05
864 carriage bolts, 5½ by ⅝-inch, per 100, at \$1.575	13. 60
300 carriage bolts, 6 by ½-inch, per 100, at \$2.05	6. 15
810 carriage bolts, 6 by ½-inch, per 100, at \$1.65	13. 35
200 carriage bolts, 6½ by ½-inch, per 100, at \$2.15	4. 30
493 carriage bolts, 6½ by ⅝-inch, per 100, at \$1.75	8. 62
180 carriage bolts, 7 by ½-inch, per 100, at \$2.25	4. 05
466 carriage bolts, 7 by ⅝-inch, at \$1.825	8. 55
241 carriage bolts, 7½ by ½-inch, at \$2.35	5. 66
236 carriage bolts, 8 by ½-inch, at \$2.45	5. 78
1 dozen pairs shaft couplings, 1½-inch, at \$5.50	5. 50
3 shaft couplings, 1½-inch, at 50 cents	1. 50
2 shaft couplings, 1½-inch, at 67.5 cents	1. 35
1 stove cap, at \$1.25	1. 25
5½ dozen brass unions, ½-inch, at 88 cents	4. 70
10½ dozen faucet washers, ½-inch, at 60 cents	6. 05
22½ dozen faucet washers, ¾-inch, at 60 cents	13. 35
4½ dozen brass unions, 2-inch, at \$4.50	20. 50
15 chain stays, at 21.7 cents	3. 25
10 brass elbows, 1½-inch, at 20 cents	2. 00
2 dozen rubber elbows, at \$3.50	7. 00
30 red trays, 1½-inch, at 33 cents	9. 90
30 lead trays, 1½-inch, at 27.5 cents	8. 25
30 trays, 2-inch, at 61.1 cents	18. 33
60 trays, 4-inch, at \$1.32	79. 20
12 water-closet bowls, No. 2, at \$5.25	63. 00
2 dozen faucets, ½-inch, at \$7.20	14. 40
5 dozen faucets, ¾-inch, at \$10	50. 00
5 dozen stop corks, ½-inch, at \$8	40. 00
5 gross tin handles, 8-inch, at \$3.57	17. 85
9 ball corks, ½-inch, at \$1	9. 00
3½ dozen faucets, ½-inch, at \$8.10	68. 15
9 faucets, ¾-inch, at 94.5 cents	8. 50
1 dozen faucets, ¾-inch	12. 00
1 dozen faucets, 1-inch	14. 00
9 Golden Gate stop corks, ½-inch, at 75 cents	6. 75
3 Golden Gate stop corks, at 75 cents	2. 25
3 Golden Gate stop corks, ¾-inch, at \$1	3. 00
1½ dozen stop corks, 1-inch, at \$12.75	14. 88
1½ dozen rubber hose pipes, ¾-inch, at \$2.60	4. 55
10 brass elbows, 2-inch, at 25 cents	2. 50
2 bundles rope, at 55 cents	1. 10
2 bundles wash-sink plugs, 2-inch, at \$2.836	14. 18
6 bundles wash-sink plugs, 1½-inch, at \$1.62	9. 72
5 bundles wash-sink plugs, 1½-inch, at \$2.51	12. 60
5 dozen solder screws, ½-inch, at 87.5 cents	4. 375
½ dozen brass unions, 2-inch, at \$6.30	3. 15
½ dozen brass supply pipes, ½-inch, at \$16.50	20. 62

1½ dozen brass flush pipes, 1½-inch, at \$16.50	\$20.62
2 dozen brass clips, 1½-inch, at \$2.16	4.32
2 dozen brass clips, ½-inch, at \$1.62	3.24
2 dozen stopcocks, P. & B., at \$10.80	21.60
10 dozen brass flanges, ½-inch, at 36 cents	2.60
10 dozen brass flanges, ¾-inch, at 36 cents	3.60
1 dozen water-closet tanks	51.00
2 pairs pipe tongs, 18-inch, at \$1.80	3.60
20 gross cake cups, 3½-inch, at 67.5 cents	13.50
5 gross cake cups, 4½-inch, at 90 cents	4.50
10 dozen nickle flanges, 12-inch, at 60 cents	6.00
2 dozen cake turners, at 48.9 cents	2.90
5 dozen screw unions, ½-inch, at 87.5 cents	4.37
5 dozen screw unions, 2-inch, at \$4.90	24.50
6 dozen fry pans, No. 3, at \$2.625	15.75
6 dozen fry pans, No. 4, at \$3	18.00
6 dozen fry pans, No. 5, \$3.37	20.22
2 dozen rubber hose pipes, 3½-inch, at \$2.56	5.12
6 dozen agate saucepans, No. 04, at \$4	24.00
6 dozen nickel screws, at 75 cents	4.50
24 dozen nickel washers, at 17 cents	4.08
1 dozen water-closet seats	19.80
1 dozen Hopper closets, No. 587	16.20
10 dozen dippers, No. 18, at \$1.125	11.25
3 dozen wood-handle ladles, No. 22, at 45 cents	1.35
10 dozen nickel flanges, ¾-inch, at 60 cents	6.00
6 dozen 1 C dustpans, at 69 cents	4.14
5 dozen enameled pails, 3 quarts, at \$3	15.00
5 dozen enameled pails, 2 quarts, at \$2.40	12.00
5 dozen enameled pails, 4 quarts, at \$3.60	18.00
5 dozen enameled pails, 6 quarts, at \$4	20.00
5 dozen enameled pails, 8 quarts, at \$5.40	27.00
1 dozen enameled saucepans, No. 02	2.60
3 dozen oil stoves, 2 burners, at \$13.50	40.50
Total value merchandise	13,608.05
Freight, cartage, etc. (15 per cent added for charges)	1,950.00
Total	15,558.05

EXHIBIT D.—Showing goods saved from fire and deducted from amount set out in Exhibit A.

1 dozen No. 24 horse combs	\$1.25
5 gross No. 60 clothes hooks, at \$1.15	2.30
½ gross 63 string boxes, at \$3.60	1.80
1 gross 7 saw handles	1.90
2 gross 410 9-inch carpenter pencils, at \$2.25	4.50
2 dozen 410 9-inch carpenter pencils, at 18.75 cents .....	.37
9 dozen 411 7-inch carpenter pencils, at 20 cents	1.80
4 pair 1½-inch shaft couplings, at \$1.20	4.80
6 pair 1½-inch shaft couplings, at 65 cents	3.90
18 pair 1½-inch shaft couplings, at 35 cents	6.30
2 dozen 363 5-inch barrel bolts, at 65 cents	1.30
1 dozen 20-inch butcher-saw blades	1.25
1 dozen 22-inch butcher-saw blades	1.25
2 dozen 24-inch butcher-saw blades, at \$1.25	2.50
7 spokeshaves, at 12.5 cents .....	.87
2½ dozen key rings, at 15 cents .....	.32
2 string boxes, at 30 cents .....	.60
4 dozen 5-inch barrel bolts, No. 12, at 65 cents	2.60
3 dozen No. 01224 draw pulls, at 21 cents .....	.63
½ dozen 632 pot bits, at \$3	1.50
20 pair blind hinges, at 10 cents	2.00
3 dozen 840 3-inch hinges, at \$1.20	3.60
2 dozen 731 3 by 2½-inch hinges, at \$1.50	3.00
1 gross No. 1 small awls, each gross	4.00

gross No. 8 screw hooks.....	\$0.25
gross 14 screw hooks.....	.15
gross 16 screw hooks.....	.22
dozen 209 screw eyes, at 25 cents.....	1.00
dozen 5-inch hasps and staples, at 20 cents.....	1.00
dozen 6-inch hasps and staples, at 23 cents.....	.46
gross No. 5 1-inch screw staples, at 15.6 cents.....	1.09
gross 9 1-inch screws, at 20 cents.....	1.60
gross 10 1-inch screws, at 22 cents.....	5.06
gross 16 1-inch screws, at 23 cents.....	3.68
gross 12 1-inch screws, at 24 cents.....	1.44
gross 11 1½-inch screws, at 28 cents.....	1.12
gross 16 1½ inch screws.....	.50
saw sets, at 12.5 cents.....	.75
1 dozen No. 210 awls.....	.45
1 dozen draw pulls, No. 12.....	1.50
2 dozen 3-inch square bolts, at 35 cents.....	.70
3 dozen No. 6 tacks, at 25 cents.....	.75
1 dozen 362 square bolts, 4-inch.....	.75
6 dozen bits, at \$1.25.....	7.50
1 dozen 2½ double plane irons.....	5.95
200 fish hooks, each 100 at 50 cents.....	1.00
300 No. 40 fish hooks, each 100 at 25 cents.....	.75
1 No. 1 breast drill.....	1.00
1 No. 2 breast drill.....	2.00
24 packages 1½-pound tin rivets, at 13 cents.....	3.12
16 packages 1½-pound tin rivets, at 15 cents.....	2.40
24 packages 1½-pound tin rivets, at 17 cents.....	4.08
9 packages 2-pound tin rivets, at 20 cents.....	1.80
2 packages 5-pound tin rivets, at 42 cents.....	.84
1 gross No. 14 screw rings.....	.15
8 packages No. 3 shoe nails, at 20 cents.....	1.60
1 gross 2½-inch screw hooks.....	.50
2 gross 3-inch screw hooks, at 67.5 cents.....	1.35
2 dozen No 17 2½-inch screw rings, at \$1.10.....	2.20
1½ gross No. 6 screw rings, at 50 cents.....	.75
1½ gross No. 4 screw rings, at 33.5 cents.....	.50
½ gross No. 2 screw rings, at \$1.50.....	.75
2 gross No. 8 screw rings, at 12.5 cents.....	.25
½ gross 2½ screw hooks, at 25 cents.....	.125
1 dozen No. 1759 cast-iron bullets.....	.45
4 dozen small bells, at 8.11 cents.....	.35
1 table bell.....	1.00
4 dozen No. 3 shoe black, at 30 cents.....	1.20
2 dozen No. 1 shoe black, at 15 cents.....	.30
2 dozen No. 3 awls, at 50 cents.....	1.00
2 dozen No. 4 awls, at 65 cents.....	1.30
½ dozen No. 0 6-foot chains, at \$1.70.....	.85
2 dozen rubber elbows, at \$3.50.....	7.00
15 pieces No. 0 6-foot chains, at 14.2 cents.....	2.125
1 package No. 3 awls.....	.50
2½ packages No. 69 rivet sets, at \$1.30.....	3.25
5 sets bit stock drills, at 75 cents.....	3.75
½ gross No. 1 small awls, at \$4.....	2.00
1 dozen ¾ crane nozzels.....	2.60
½ dozen 2½-inch plane irons, at \$5.95.....	2.98
1½ dozen bone-handle forks, at 75 cents.....	1.13
2 dozen wash-sink plugs, at \$2.52.....	5.04
1½ gross No. 140 tablespoons, at 90 cents.....	1.35
1 gross teaspoons (305).....	.82
2 gross No. 10 screw eyes, at 22 cents.....	.44
3 4-inch try-squares, at 9.3 cents.....	.28
2 dozen No. ½ auger bits, at \$2.25.....	4.50
1 dozen level glasses.....	.45
2 dozen No. ⅝ auger bits, at \$1.25.....	2.50
½ dozen No. ⅝ auger bits, at \$1.50.....	.75
1 dozen No. ⅝ auger bits.....	.10

2 No. 7 tinner's shears, at \$1.40	\$2.80
4 No. 48 tinner's shears, at \$1.25	5.00
1½ dozen 8-inch monkey wrenches, at \$2.25	3.00
1½ dozen 6-inch monkey wrenches, at \$2.10	3.22
10 6-inch clamps, at 32.5 cents	3.25
1½ dozen 5-inch cold chisels, at \$1.25	1.45
1½ dozen 6-inch cold chisels, at \$1.75	2.18
1½ dozen ¾-inch cold chisels, at \$2.25	3.28
1 dozen cold chisels	3.00
1 razor strap .....	.35
1 50-foot tape measure	1.45
1 75-foot tape measure	2.50
1 dozen ¼-inch chisels	3.25
½ dozen ⅜-inch chisels	2.88
2 dozen 1½-inch chisels, at \$5.65	11.30
7 dozen ¼-inch gouges, at 31 cents	2.17
½ dozen ⅜-inch chisels, at \$2.25 .....	.38
¾ dozen can openers, at 70 cents .....	.46
3 dozen 1½-inch butts, at 16 cents .....	.48
3 dozen 1½-inch butts, at 18 cents .....	.54
2 dozen 1½-inch butts, at 24 cents .....	.48
10 dozen 2-inch butts, at 32 cents	3.20
2 dozen 3 by 2½ inch butts, at \$1.50	3.00
5 dozen 3 by 3 inch butts, at \$1.20	6.00
8 B H brand padlocks, at 30 cents	2.40
1 breast drill	2.40
8 gate latches, spring, at 9 cents .....	.72
3 pairs No. 10 spring hinges, at 10 cents .....	.30
2 dozen No. 13 hammers, at \$4.50	9.00
20 pounds oilstone, at 20 cents	4.00
1 pound 6-inch hasp and staples .....	.23
3 dozen No. 13 forks, at 75 cents	2.25
1½ dozen teapot stands, at 75 cents	1.19
2 bicycle bells, at 25 cents .....	.50
4½ dozen hollow punches, at 35 cents	1.40
3½ dozen hollow punches, at 55 cents	1.65
2 dozen 1-inch hollow punches, at 70 cents	1.40
3½ dozen hollow punches, at 85 cents	2.55
4 dozen 1½-inch hollow punches, at \$1.05	4.20
5 dozen 2-inch hollow punches, at \$1.75	8.75
1 gross No. 0 screw eyes	1.50
8 box chisels, at \$1	8.00
5 dozen No. 3618 tea strainers, at 40 cents	2.00
2 dozen No. 0 tea strainers, at 75 cents	1.50
4 dozen lantern burners, at 75 cents	3.00
3 dozen No. 0 lamp burners, at 65 cents	1.95
2 dozen No. 1 lamp burners, at 75 cents	1.50
2 dozen No. 10 egg beaters, at \$2	6.00
½ dozen ⅜-inch cold chisels, at \$1.25 .....	.63
1½ dozen ⅜-inch cold chisels, at \$1.75	2.63
1 dozen ¾-inch cold chisels	2.25
¾ dozen 1-inch cold chisels, at \$3	2.00
11 ice shavers, at 35 cents	3.85
1½ dozen whisk brooms, at \$1.25	2.25
2 feather dusters, at 50 cents	1.00
14 gross ⅜-inch can screws, at 95 cents	13.30
5 gross 1-inch can screws, at \$1.20	6.00
5 gross 1½-inch can screws, at \$1.60	8.00
4½ gross pot spouts, at \$1	4.50
1 dozen pepper boxes .....	.70
10 gross No. A lamp wicks, at 30 cents	3.00
19 gross No. B lamp wicks, at 84 cents	15.96
2 gross No. B lamp wicks, at 85 cents	1.70
3 gross No. E lamp wicks, at 40 cents	1.20
4 pairs 5-inch carpenter clamps, at 40 cents	1.60
1½ dozen floor brushes, at \$2.50	2.70
2½ dozen No. A horse brushes, at \$1.75	3.80

gross oil-stove wicks, at \$3.50.....	\$1.75
dozen No. 1 horse brushes, at \$2.....	9.67
dozen wrapping twine, at 40 cents.....	5.00
dozen 4-inch paint brushes.....	4.75
dozen 3½-inch paint brushes, at \$2.....	1.00
dozen 3-inch paint brushes, at \$2.50.....	1.25
dozen No. D paint brushes, at \$1.25.....	2.50
dozen 2½-inch paint brushes.....	2.50
dozen No. 6 whitewash brushes, at \$3.70.....	1.85
dozen 10-inch spring hinges.....	1.25
pairs brass hinges, at 25 cents.....	1.25
dozen 3-inch lt. L hinges, at 27½ cents.....	.41
dozen 4-inch lt. L hinges, at 30 cents.....	.375
dozen 4-inch lt. strap hinges, at 45 cents.....	.90
dozen 4½-inch hasps and staples, at 48 cents.....	.60
0 2 by ½ inch carriage bolts, at \$1.35.....	4.73
0 2½ by ½ inch carriage bolts, per C., at \$1.40.....	6.30
0 2½ by ½ inch carriage bolts, at \$1.14.....	5.70
0 2½ by ½ inch carriage bolts, at \$1.51.....	2.26
0 2½ by ⅝ inch carriage bolts, at \$1.33.....	3.33
0 3½ by ⅝ inch carriage bolts, at \$1.35.....	5.40
0 3½ by ⅝ inch carriage bolts, at \$1.40.....	2.80
0 1½ by ⅝ inch carriage bolts, at \$1.08.....	9.72
0 1½ by ⅝ inch carriage bolts, at \$1.08.....	1.625
0 4 by ⅝ inch carriage bolts, at \$1.43.....	.715
0 4 by ½ inch carriage bolts, at \$1.78.....	1.78
0 3 by ½ inch carriage bolts, at \$1.56.....	2.34
0 6 by ⅝ inch carriage bolts, at \$1.78.....	6.23
0 6½ by ⅝ inch carriage bolts, at \$1.89.....	6.61
0 7 by ⅝ inch carriage bolts, at \$1.97.....	7.88
0 6 by ½ inch carriage bolts, at \$2.21.....	6.63
0 7½ by ½ inch carriage bolts, at \$2.54.....	6.10
0 6 by ⅝ inch carriage bolts, at \$1.79.....	.89
0 5 by ½ inch carriage bolts.....	2.00
0 5½ by ½ inch carriage bolts, at \$2.10.....	1.05
0 1½ by ⅝ inch carriage bolts, at \$1.08.....	2.70
0 2½ by ⅝ inch carriage bolts.....	1.14
0 4 by ⅝ inch carriage bolts, at \$2.44.....	1.22
0 3½ by ½ inch carriage bolts, at \$1.62.....	4.05
0 1½ by ⅝ inch carriage bolts, at \$1.08.....	3.24
0 2½ by ⅝ inch carriage bolts, at \$1.21.....	4.28
0 5½ inch carriage bolts, at \$2.....	6.00
0 3½ by ⅝ inch carriage bolts, at \$1.33.....	2.66
400 4 by ½ inch carriage bolts, at \$1.14.....	15.96
0 3½ by ½ inch carriage bolts, at \$1.10.....	6.60
0 3½ by ½ inch carriage bolts, at \$1.73.....	12.11
0 3½ by ½ inch carriage bolts.....	1.08
50 6½ by ½ inch carriage bolts, at \$2.33.....	3.49
50 8 by ½ inch carriage bolts, at \$2.64.....	6.60
1000 2 by ⅝ inch carriage bolts, at \$1.10 per hundred.....	11.00
00 3 by ½ inch carriage bolts.....	1.50
00 3½ by ½ inch carriage bolts.....	1.62
0 3 by ⅝ inch carriage bolts, at \$1.28 per hundred.....	.64
50 1½ by ⅝ inch carriage bolts, at \$1.08 per hundred.....	1.62
5 pounds No. 18 fish lines, at 21 cents.....	5.25
0 pounds No. 42 fish lines, at 21 cents.....	4.20
0 pounds No. 48 fish lines, at 21 cents.....	4.20
3 pounds No. 54 fish lines, at 21 cents.....	6.93
3 No. 27 planes, at 95 cents.....	12.35
4 No. 17 jack planes, at 66 cents.....	9.24
7 No. 15 jack planes, at 55 cents.....	9.35
10 No. 20 jack planes, at \$1.....	10.00
1 No. 3 block planes, at 55 cents.....	3.85
1 dozen 2-inch brass sink plugs, at \$2.85.....	11.40
1 dozen ½-inch brass faucets, at \$5.20.....	2.60
11 No. 10 chain stays, at 16 cents.....	1.76
4 No. 5 chain stays, at 35 cents.....	1.40

6 No. 1 cash boxes, at 35 cents	\$2.10
2½ dozen No. 2 cash boxes, at \$4.50	9.75
3 lunch boxes, at 15 cents .....	.45
½ dozen 8-inch screw-drivers, at \$2.20	1.10
5 tack hammers, at 15 cents .....	.75
7 No. 0 oilers, at 5 cents .....	.75
7 No. 2 oilers, at 7 cents .....	.49
6 No. 3 oilers, at 7.5 cents .....	.45
2 dozen 10-inch draw knives, at \$6	12.00
11 12-inch draw knives, at 55 cents	6.05
3 nail pullers, at \$1.75	5.25
2 dozen 4 by 5 inch shelf brackets, at 62 cents	1.24
½ dozen 6 by 8 inch shelf brackets, at \$1.35 .....	.67
½ dozen 9 by 12 inch shelf brackets, at \$2.10	1.05
4 dozen 6 by 8 inch shelf brackets, at \$1.35	5.40
5½ No. 1409 draw pulls, at 60 cents	3.30
7 hatchets, at 37.5 cents	2.63
3 dozen currycombs, at \$1.25	3.75
1 dozen 3-inch barrel bolts .....	.50
5 5-inch barrel bolts, at 5.4 cents .....	.27
34 dozen No. 2 sandpaper, at 6.5 cents	2.21
33 dozen block sandpaper, at 28 cents	9.24
11 bundles window cords, at 71 cents	7.81
7 school bags, at 12 cents .....	.85
4 boxes 1½-inch finishing nails, at \$1.85	7.40
3 dozen 6 to 7 pound axes, at \$9	27.00
1½ dozen 1½-inch sink plugs, at \$1.65	2.48
1 dozen 2-inch brass sink plugs	2.85
2 dozen 1½-inch rubber sink plugs, at \$2.52	5.04
1½ dozen balls fish line, at \$1.50	1.75
7 saw handles, at 16 cents	1.12
11 No. 11 saw handles, at 25 cents	2.75
1½ dozen compass saw handles, at \$1.08	1.62
109 pounds white rolled paper, at 4.5 cents	4.91
3 rolls 36-inch green wire cloth, at \$4.20	12.60
3 rolls 30-inch green wire cloth, at \$3.50	10.50
3 rolls 24-inch green wire cloth, at \$2.80	8.40
4 rolls 20-inch green wire cloth, at \$2.41	9.65
20 yards 30-inch white wire cloth, at 16 cents	3.20
1 dozen patent water-closets	150.00
15 1-foot looking-glasses, at \$1.10	16.50
5 14-inch looking-glasses, at \$1.35	6.75
10 15-inch looking-glasses, at \$1.60	16.00
18 18-inch looking-glasses, at \$1.90	34.20
12 24-inch looking-glasses, at \$2.80	33.60
9 2½-foot looking-glasses, at \$5.50	49.50
2 3-foot looking-glasses, at \$7.75	15.50
2 4-foot looking-glasses, at \$20	40.00
7 hanging lamps, at \$4.30	30.10
1 hanging lamp, best quality	5.30
4 lamp chimneys No. 3, at 30 cents	1.20
6 banquet lamps, at 85 cents	5.10
4 lantern globes, at 7.5 cents .....	.30
5 dozen No. 1 lamp chimneys, at 75 cents	3.75
½ dozen hat hooks, at \$1.75	1.61
1½ dozen clothes hooks, at \$1.15	1.25
1 dozen No. 2 lamp stands	2.25
10 dozen whips, at \$2.50	25.00
8½ dozen No. 5 saucepans, at \$5	42.00
5½ dozen No. 6 saucepans, at \$6	33.00
6½ dozen No. 7 saucepans, at \$7	43.75
5½ dozen No. 8 saucepans, at \$8	44.00
3½ dozen No. 9 saucepans, at \$9	32.25
4½ dozen No. 10 saucepans, at \$10	42.50
1½ dozen No. 11 saucepans, at \$11	12.83
1½ dozen No. 12 saucepans, at \$12	13.00
1½ dozen No. 14 saucepans, at \$13.50	20.25

2 dozen 4-quart second quality saucepans, at \$3.75	\$9.38
2 dozen 6-quart second quality saucepans, at \$4.20	10.85
2 dozen 8-quart second quality saucepans, at \$4.95	12.80
1 No. 1 oil stones, at 56 cents	3.92
1 double-burner oil stoves, at \$1.125	5.63
1 3-burner oil stove	2.00
1 ice-cream freezer	2.75
7 irons, at 54 cents	3.78
10 cane knives, at 62.5 cents	6.25
1 gross 1-quart tin pans	2.70
41 dozen 1-quart tin pans, at 25.5 cents	10.45
16 dozen 1-quart tin pans, at 31.5 cents	5.04
23 dozen 1½-quart tin pans, at 37.5 cents	8.625
9 dozen 2-quart tin pans, at 42 cents	3.78
17 dozen 3-quart tin pans, at 51 cents	8.67
2 dozen 4-quart tin pans, at 55 cents	1.10
3 dozen 10-quart tin pans, at 85 cents	2.55
21½ dozen No. 14 dippers, at 73 cents	15.69
5 dozen No. 16 dippers, at 87 cents	4.35
40 dozen No. 18 dippers, at \$1.15	46.00
5 dozen No. 20 dippers, at \$1.15	5.75
21 No. 22 dippers, at \$1.35	28.35
14 dozen No. 14 enameled saucepans, at \$1.40	2.10
2 dozen No. 16 enameled saucepans, at \$1.75	3.80
1 dozen No. 20 enameled saucepans, at \$3	1.25
2 No. 24 enameled saucepans, at 23.9 cents .....	.478
2 No. 26 enameled saucepans, at 27 cents .....	.54
14 dozen flour sieves, at \$7.25	12.08
1 dozen No. 7½ tin basins .....	.87
12 dozen No. 8 tin basins, at 95 cents	11.40
3½ dozen 7-quart I X brand tin dish pans, at \$2.05	6.83
12½ dozen 8-quart I X brand tin dish pans, at \$2.25	27.56
5½ dozen 10-quart I X brand tin dish pans, at \$2.47	12.55
7½ dozen 14-quart I X brand tin dish pans, at \$3	22.00
3½ dozen 17-quart I X brand tin dish pans, at \$8.60	13.50
5½ dozen 21-quart I X brand tin dish pans, at \$4.32	23.05
5½ dozen 7-quart I C brand tin dish pans, at \$1.80	9.45
8 dozen 8-quart I C brand tin dish pans, at \$2.05	16.40
9½ dozen 10-quart I C brand tin dish pans, at \$2.25	22.14
6½ dozen 14-quart I C brand tin dish pans, at \$2.65	17.66
6½ dozen 17-quart I C brand tin dish pans, at \$3.05	19.06
4½ dozen 7-quart I X brand tin dish pans, at \$2.05	8.89
2 dozen 10-quart I X brand tin dish pans, at \$2.47	4.94
6 No. 3 fry pans, at \$1.90	11.40
8 No. 14 fry pans, at \$2.10	16.80
10 No. 5 fry pans, at \$2.50	25.00
8 No. 4 fry pans, at \$1.75	14.00
2 No. 6 fry pans, at \$2.45	4.90
2 No. 4 fry pans, at \$1.80	3.60
2½ dozen No. 5 fry pans, at \$3	7.50
5 dustpans, at 80 cents	4.00
1 dozen large enameled buckets, at \$9	2.25
14 dozen No. 30 enameled teakettles, at \$4.60	6.90
1½ dozen No. 60 enameled teakettles, at \$7.50	14.40
2½ dozen No. 90 enameled teakettles, at \$15.30	35.70
1 dozen No. 1½ enameled cover chambers	7.80
5½ dozen No. 1 enameled cover chambers, at \$6	32.00
11 No. 1 enameled chamber covers, at 10 cents	1.10
4½ dozen 4-quart enameled cover buckets, at \$3.60	17.10
4½ dozen 6-quart enameled cover buckets, at \$4	17.00
4½ 8-quart enameled cover buckets, at \$5.40	23.85
6½ 12-quart enameled cover buckets, at \$9	58.50
5 dozen 8-quart enameled cover buckets at \$5.40	27.00
5½ dozen 6-quart enameled cover buckets at \$5.40	29.25
2½ dozen 12-quart enameled cover buckets, at \$9	24.75
2 dozen axes, at \$6	12.00
8 1-quart enameled cover buckets, at 17 cents	1.38

8 1½-quart enameled cover buckets, at 18½ cents	\$1.50
1 dozen 2-quart enameled cover buckets	2.40
¼ dozen 4-quart enameled cover buckets, at \$3.60	1.40
2 No. 4 enameled cuspidors, at 25 cents .....	.50
3 nickel cuspidors, at 25 cents .....	.75
4 tin cuspidors, at 10 cents .....	.40
3 21-quart enameled wash basins, at \$1	3.00
2 enameled corner wash basins, at \$4.50	9.00
¼ dozen enameled round wash basins, at \$5	2.50
2 boxes 24 by 30 inch glasses, at \$11	22.00
9 dozen planter hoes, at \$5.50	49.50
2 dozen scythes, at \$7.50	15.00
¼ dozen axes and handles, at \$9	4.50
¼ dozen small axes and handles, at \$7.50	3.75
3½ dozen picks, at \$7.25	24.75
1 coffee mill	1.75
¼ dozen bush scythes, at \$9	4.50
4 ½ by 11 by 15-inch derby fifth wheel, at \$1.50	6.00
11 ½ by 11 by 14-inch derby fifth wheel, at 75 cents	8.25
10 ½ by 11 by 14-inch round derby fifth wheel, at \$1.15	11.50
10 ½ by 11 by 15-inch round derby fifth wheel, at \$1.15	11.50
4 dozen wire broilers, at \$3.50	14.00
1½ dozen No. 160 tin dish pans, at 99 cents	1.15
3 dozen No. 320 tin dish pans, at \$3.70	11.10
10 tin strainers, at 15 cents	1.50
3 gasoline stoves, at \$5.50	16.50
3 dozen No. 150 enameled bowls, at 95 cents	2.85
½ dozen No. 402 enameled sugar bowls, at \$3.15	1.65
½ dozen No. 401 enameled sugar bowls, at \$4.20	1.40
¾ dozen lacquered tea trays, at \$2.50	1.67
1 dozen black tea trays	1.50
1½ dozen 8-inch enameled plates, at 75 cents	1.12
1½ dozen 8-inch enameled plates, at 97.5 cents	1.14
½ dozen 10-inch enameled plates, at \$1.15 .....	.96
4½ dozen coal shovels, at \$1.75	7.80
⅝ dozen No. 2 sugar scoops, at \$1.35 .....	.56
2½ dozen 7-inch enameled pie plates, at 55 cents	1.38
2½ dozen 7-inch enameled pie plates, at 55 cents	1.28
2½ dozen 1-quart enameled pans, at 75 cents	1.80
1½ dozen enameled pans, at 90 cents	1.20
⅞ dozen 2-quart enameled pans, at \$1.05 .....	.61
⅞ enameled oval plates, at 15 cents	1.35
¾ dozen No. 02 enameled saucepans, at \$2.60	1.73
¾ dozen No. 03 enameled saucepans, at \$3.80	2.85
11½ dozen No. 04 enameled saucepans, at \$4	44.65
5½ dozen No. 06 enameled saucepans, at \$5.05	29.88
3½ dozen No. 08 enameled saucepans, at \$6	19.00
½ dozen No. 600 enameled saucepans, at \$6.90	2.30
1 dozen No. 800 enameled saucepans	7.00
70 saw handles, at .132 cents	9.24
2 trucks, No. 3, at \$9.10	18.20
1 moving clipper	2.25
1 large moving clipper	7.50
3 dozen large axe handles, at \$1.65	4.95
1½ dozen pick handles, at \$1.28	1.92
3 dozen boys' ax handles, at 75 cents	2.25
6 umbrella stands, at \$1	6.00
3 large water coolers, at \$3.50	10.50
4 small water coolers, at \$1	4.00
3 fiber water coolers, at \$1.25	3.75
1½ dozen 9 by 12 inch bread pans, at \$1.40	1.87
1½ dozen 16 by 10 inch bread pans, at \$2.45	3.08
1½ dozen 14 by 10 inch bread pans, at \$2.16	3.06
2 17 by 16 inch bread pans, at 29 cents .....	.58
4 dozen 18-inch oval galvanized tubs, at \$4.95	19.80
⅝ dozen 20-inch oval galvanized tubs, at \$6.35	2.65
⅞ dozen 28-inch oval galvanized tubs, at \$6.84	2.85

7 fiber calabashes, at 30 cents	\$2.10
10 fiber tea trays, at 18 cents	1.80
15 fiber buckets, at 32.5 cents	4.875
6 fiber buckets, at 32.5 cents	2.60
27 No. 1 fiber tea trays, at 21 cents	5.67
7 2-tine hay forks, at \$3.50	24.50
24 dozen 3-tine hay forks, at \$5.50	15.13
4½ dozen 2-tine hay forks, handle capped, at \$4.70	20.75
2 dozen 4-tine hay forks, at \$7.75	15.50
832 feet galvanized gutter, at 9 cents	74.88
3½ dozen rakes, at \$2.35	8.42
1 dozen rakes	4.75
3 dozen mortar hoes, at \$3.50	10.50
5 dozen 5-inch garden hose, at \$1.75	4.75
5½ dozen Johnson's steel shovels, at \$8.75	48.13
4½ dozen handle spades, at \$8.75	42.30
3½ dozen Johnson's long-handle shovels, at \$8.75	31.36
1 dozen cast-steel long-handle shovels	14.00
3 sheets zinc, at \$1.75	5.25
2 dozen L 4-inch galvanized tube, at \$4	8.00
3 dozen 9-inch buckets, at \$1.85	5.55
1 dozen 10-inch buckets	2.10
2 dozen 11-inch buckets, at \$3.75	5.50
2½ dozen 12-inch buckets, at \$3	7.00
1½ dozen 13-inch buckets, at \$3.50	4.725
2½ dozen 14-inch buckets, at \$4	11.00
1½ dozen 15-inch buckets, at \$4.75	5.94
6 dozen 10-inch English buckets, at \$2.75	16.50
2 leg coffee mills, at \$1.75	3.50
½ dozen lanterns, at \$6.50	1.63
4 36-inch enameled wash sinks, at \$7.25	29.00
5 36-inch galvanized wash sinks, at \$2.60	13.00
40 bundles wire, at 25 cents	10.00
20 cans, 1-gallon, mixed paint, at 90 cents	18.00
44 cans, ½-gallon, mixed paint, at 55 cents	24.20
1½ cans No. 40 green paint, at \$2.25	3.375
½ dozen cans blue paint, at \$3.25	1.625
½ dozen cans green paint, at \$5.50	3.66
1½ dozen cans vermilion, at \$3	5.25
2 dozen cans yellow paint, at \$3.25	6.50
4½ dozen cans amber paint, at \$2.60	12.35
1½ dozen cans green paint, at \$5.50	10.10
1 dozen gallons carriage paint, at \$5.70	5.70
3 1-gallon cans paint, at 75 cents	2.25
2½ dozen cans blue paint, at \$3.25	8.66
½ dozen cans black paint, at \$2.75	2.065
5½ dozen cans white lead, at \$2.25	11.81
1½ dozen cans harness oil, No. 1, at \$3.60	4.20
1 dozen cans harness oil, No. 2, at \$5.50	5.50
5 bottles liquid blue, at 10 cents .....	.50
2 B. & H. hanging lamps, at \$3.75	7.50
2 dozen night lamps, at \$2.25	4.50
½ dozen No. 1 lamp chimneys, at 75 cents .....	.31
2½ dozen No. 2 lamp chimneys, at 85 cents	1.85
4 small glass jars, at 10 cents .....	.40
9 large glass jars, at 12.5 cents	1.125
60 pounds shot, at 7½ cents	4.32
½ dozen trays, at \$1.15 .....	.96
½ dozen table-lamp stands, at \$1.50 .....	.75
11 dozen marking brushes, at 50 cents	5.50
½ dozen paint brushes, at \$5	2.50
5 nickel coffeepots, at 50 cents	2.50
1 nickel table lamp	1.75
1 No. 4318 hanging lamp	5.50
1 2-inch lead traps	1.00
8 gross oil funnel ears, at 12 cents .....	.96
3 copper solid, at 50 cents	1.50

5 large-size putty knives, at 50 cents.....	\$2.50
4½ dozen small-size putty knives, at \$1.75.....	7.50
6 dozen copper bottles for kettles, 58 pounds, at 25 cents.....	14.50
2 laundry wringers, at \$2.95.....	5.90
1 stove chimney cap crockery.....	1.20
7½ sets axles, at \$2.50.....	18.75
7 dozen couplings, at 68 cents.....	4.76
2 dozen door pullers, at \$4.15.....	8.30
4 shoe brushes, at 11 cents.....	.44
2 dozen sheets galvanized iron, at \$1.50.....	3.00
5 medium coffee mills, at 50 cents.....	2.50
3½ dozen colored coffee cups, at 35 cents.....	1.22
3 charcoal irons, at 54 cents.....	1.62
80 dozen 6 by 8 inch saucepan handles, at 30 cents.....	24.00
½ dozen enameled candlesticks, at \$1.75.....	.87
7 dozen No. 110 tin spoons, at 43.3 cents.....	3.03
2½ dozen 10-inch kitchen spoons, at 45 cents.....	1.12
4½ dozen 1-inch kitchen spoons, at 48 cents.....	2.16
8 dozen 16-inch kitchen spoons, at 70.5 cents.....	5.64
3 dozen 12-inch kitchen spoons, at 48 cents.....	1.44
6½ dozen coffee cups, at 70 cents.....	4.57
2 dozen soup plates, at 75 cents.....	1.50
1 dozen 7-inch chimney bowls.....	.75
½ dozen chimney chambers, at \$5.50.....	2.75
1½ dozen 10-inch soup plates, at 89 cents.....	1.33
4 china basins, at 40 cents.....	1.60
2 oval plates, at 35 cents.....	.70
1 20-inch cocoa door mat.....	1.00
7½ dozen axe handles, at 40 cents.....	3.00
1 dozen hammer handles.....	.75
2 alarm tellers, at \$1.25.....	2.50
6 16 by 24 inch steel mats, at \$1.10.....	6.60
6 18 by 30 inch steel mats, at \$1.30.....	7.80
3 22 by 36 inch steel mats, at \$1.95.....	5.85
6 pairs 1½-inch shaft couplings, at 35 cents.....	2.10
5 dozen 5-inch axle slips, at 90 cents.....	4.50
2 dozen 5½-inch axle slips, at \$1.10.....	2.20
2½ dozen 6-inch axle slips, at \$1.10.....	2.75
2 dozen 6½-inch axle slips, at \$1.35.....	2.70
1 dozen 7½-inch axle slips, at \$1.75.....	1.75
1½ dozen 8-inch axle slips, at \$4.....	7.50
4 dozen tumblers, at 40 cents.....	1.60
10 yards 32-inch wide wire gauze, at 30 cents.....	3.00
3 No. 16 feather dusters, at 50 cents.....	1.50
½ dozen potato mashers, at 75 cents.....	.37
4 egg-beaters, at 17.2 cents.....	.69
1½ dozen long-handle tea strainers, at 54 cents.....	.81
1½ dozen 6-foot dog chains, at \$2.....	3.00
3 dozen egg whips, at 75 cents.....	2.25
1½ dozen key chains, at 85 cents.....	1.27
1½ dozen cocoanut graters, at 45 cents.....	.67
3 dozen tin candlesticks, at 30 cents.....	.90
9 milk cans, at 15 cents.....	1.35
1 butcher scale.....	7.00
6-foot wooden saws, at \$1.90.....	11.40
5 6½-foot wooden saws, at \$2.20.....	11.00
10 4-foot wooden saws, at 79 cents.....	7.90
1 box tin plates.....	5.00
100 pounds galvanized wire, at 3½ cents.....	3.50
1 dozen No. 407 door locks.....	1.00
5 dozen No. 20 enameled saucepans, at \$2.52.....	12.60
6½ dozen No. 8 enameled drinking cups, at 70 cents.....	4.55
15 dozen tea kettles, tin, at \$5.40.....	81.00
3 dozen No. 13 enameled pitchers, 4½ dozen, at \$4.50.....	21.37
3 dozen No. 30 enameled tea kettles, at \$4.60.....	13.80
3½ dozen No. 12 enameled pitchers, at \$3.75.....	13.12

HAWAIIAN INVESTIGATION.

1215

dozen No. 15 enameled coffee pots, at \$3.60	\$16.50
dozen 1½-quarts enameled covered buckets, at \$1.75	14.00
dozen 2-quart enameled covered buckets, at \$2.40	7.20
dozen 3-quart enameled covered buckets, at \$3.50	47.55
dozen 5-gallon tin teapots, at 65 cents	5.20
dozen 3-gallon tin teapots, at 40 cents	4.00
dozen 1-gallon tin teapots, at \$1.78	1.65
dozens ½-gallon tin teapots, at \$1.25	5.52
dozen 8-inch tin-covered buckets, at 95 cents	1.90
dozen 6-inch tin-covered buckets, at 80 cents	2.40
dozen 2-story tin buckets (covered), at \$1.25	6.25
dozen 5-story tin buckets (covered)	1.15
No. 2 water cans, at 55 cents	1.65
dozen tin dippers .....	.75
dozen tin funnels, at 40 cents	2.46
dozen tin oil fillers, at \$1 .....	.50
dozen tin mugs, at 40 cents .....	.533
dozen 1-quart enameled covered buckets, at \$2	16.00
dozen 1-quart, 2-compartment enameled lunch buckets, at \$2.50 ..	3.95
dozen 2-quart enameled covered buckets, at \$2.40	34.80
dozen 3-quart enameled covered buckets, at \$3.50	5.25
6 pounds fifth wheels, at 8 cents	17.28
6 pounds carriage springs, at 75 cents	58.95
6 pounds carriage set springs, at 65 cents	7.15
dozen No. 3 fry pans, at \$1.75	15.75
dozen No. 4 fry pans, at \$2	9.00
dozen No. 5 fry pans, at \$2.20	7.70
large tin vegetable strainers, at 25 cents	1.00
Total	4,255.331
weight, cartage, etc	632.50
Grand total	4,887.831

EXHIBIT C.—Store fixtures and machinery.

97. Renewed ceiling, floor, and repairing	\$530.19
97. Store fixtures	205.65
98 A. Additional fixtures of store	78.30
99. Additional store fixtures	23.35
99. Repairs of store, fixtures, etc	196.51
Total	1,034.00

EXHIBIT B.

97. Tinsmith machinery, tools	\$359.05
98. Additional tinsmith machinery	3.50
99. Stove for own use	20.00
99. 1 combination circular shear machine	25.00
99. 1 wire cutter and bail-former machine	9.75
99. 1 paper holder	4.50
99. 1 wagon	99.15
99. 1 set harness	22.50
99. 1 horse, missed	65.00
99. 1 pipe-threading machine	56.00
99. 1 setting-down machine	13.50
99. 1 tinnern's stake	4.50
99. 2 pipe wrenches	3.60
99. 1 walnut frame show case	27.00
99. 1 copying press	7.50
99. 1 meat safe	6.50
99. 1 dozen chairs	12.00
Total	739.00

Summary.

Exhibit A	\$15,558
Less goods saved as per Exhibit D	4,887
Total	10,670
Exhibit C	1,034
Exhibit B	739
Total claim	12,443

Claim of Sing Chan Company, No. 4346, for \$12,443.50.

HONOLULU, HAWAII, *September 22, 1911.*

Prof. A. B. INGALS, sworn.

The CHAIRMAN. At the time of the bubonic plague in 1900 in what capacity did you act for the board of health?

A. Superintendent of fumigation and disinfecting.

Q. Did you have anything to do with appraising the value of goods?—A. I never had anything to do with appraising the value of any goods whatever.

Q. Are you familiar with the stock belonging to Sing Chan Company that was sent to the warehouse?—A. I am familiar with the stock that was ordered from the warehouse of Sing Chan Company on King street, that was moved over there on the 20th day of January, I believe, and the stock was removed to a structure which had been put up a short distance on the ewa side of King street, and I have here a list of the stock that was removed to that building.

Q. Removed where?—A. From a warehouse or store on the makai side of King street to the warehouse on the makai side of King street above Nuuanu street, and this is an inventory I have here signed myself, which I went over very carefully, which states exactly the material that was moved from that store.

Q. Where was the warehouse, a short distance to the ewa side of Nuuanu street?—A. This stock was all moved to that warehouse.

Q. Opposite Mr. Testa's office?—A. I don't know where that is.

Q. It is just below the Chinese new theater?—A. It was only a short distance on the ewa side of Nuuanu street.

Q. Robinson's store?—A. No.

Q. A warehouse?—A. A short distance across Nuuanu street, on King street on the makai side.

Q. In the brick building belonging to the foundry or in the Robinson block?—A. It was in no brick building; it was in a structure understood they built for the purpose, built by the Oahu Lumber Company.

Q. You went through and personally checked off these?—A. Yes. I went through and personally checked off as per my signature signed on the 8th day of March, 1900. The prices I do not pretend to know at all. I just checked off the inventory here.

Q. Is that inventory a record of the claim?—A. It is my signature as I signed it myself; I had that book in possession all the time; I do not intend putting the value of the goods.

Q. Have you any other data? You were acting for the board of health?—A. Yes; I was.

Q. Have you any other data of your own in regard to anything in connection with the goods taken to this warehouse?—A. I have none of my own now. The other I had, if I remember rightly, was in regard to the New England Bakery. The only data I have direct in my hands was this one.

Q. And not anything else?—A. Of which I took an inventory? That's all I have.

YIN JAN KONG, sworn.

The CHAIRMAN. You are a member of Sing Chan Company?

A. Yes.

Q. What position do you hold?—A. Manager.

Q. Where was their store located in January, 1900?—A. On King street.

Q. Whereabouts?—A. Opposite Sing Loy.

Q. Between what streets?—A. On King street near the lane going down to Queen street, block No. 5. (No claim for building.)

Q. Did you prepare to move your stock just before the fire?—A. Yes.

Q. When did you get a permit to move?—A. On the afternoon of the 19th.

Q. Just the day before the fire?—A. Yes.

Q. What time did you start to move?—A. On the morning of the 20th, at 8 o'clock.

Q. And continued to move until what time?—A. 11.30.

Q. What stopped you?—A. Until the fire came down.

Q. Did you have any goods located on drays at the time the fire came?—A. Yes; the goods we intended to take away, but we were refused.

Q. When did you take stock?—A. December 30, 1899.

Q. And the list on this claim was made up from that stock list?—A. Yes.

Q. And the prices are taken from the original invoices?—A. Yes.

Q. Did you sell any of these goods between the time you took the inventory and the fire?—A. No; did not sell anything at all.

Q. How long did it take you to take this stock?—A. Six days.

Q. How many men did you have?—A. Three men; myself and two men.

Q. And you took stock of everything?—A. Yes.

Q. And from December 30, 1899, up to the time of the fire you never sold anything out of there at all, or nothing went out of there?—A. Nothing was sold from December 30 until the time of the fire. The town was quarantined.

Q. The price lists here, what are they?—A. Cost prices.

Q. How did you arrive at them?—A. From the invoices of our goods that came from San Francisco.

Q. Are there any partners in this firm with you?—A. Twenty partners; 20 shares.

Q. It is not a corporation, it is a company?—A. Partnership, yes; share company.

Q. Will you file a list of these different partners in the next day or two?—A. Yes.

Q. How much money did you put into this concern, and your partners?—A. \$8,000.

Q. From the 20 partners?—A. Yes; altogether.

Q. When did you start business?—A. In 1897.

Q. \$400 each?—A. Yes.

Q. Twenty shares; how many partners?—A. Oahu Lumber Yard has 10 shares; I myself have 2 shares; 2 shares Lew Chew.

Q. What were your yearly sales in 1899?—A. \$27,000.

Q. Have you any idea what they were in 1898?—A. \$22,000.

Q. What were your liabilities at the time of the fire?—A. \$9,000.

Q. What did your company owe at the time of the fire?—A. \$9,000.

Q. Did you import these goods?—A. Yes.

(Invoices are on file.)

LEE CHEW, sworn.

Q. Yin Jan Kong, who was that owing to, \$5,000 in San Francisco, local merchants? Did you have a San Francisco buyer or bought different places in San Francisco?—A. From different firms in San Francisco.

Q. We would ask for a list of firms in San Francisco you are doing business with; also statement of liabilities at the time of the fire, what they are owing, how much, and purchases and importations. Do you know what your purchases were for 1899?—A. \$22,500 purchased in 1899, credit and cash.

Q. What taxes did you pay in 1900 on your stock?—A. \$70.

Q. Any insurance?—A. Yes.

Q. How much?—A. \$7,000.

Q. Was any of it paid?—A. Bishop & Co., Firemen's Fund, \$2,500 paid.

Q. Altogether, how much?—A. Irwin & Co., \$750.

Q. What was the full amount of insurance paid on these policies?—A. \$3,200.

Q. Why were not the other policies paid?—A. They were New York standard policies.

Q. You say these goods are all in at cost?—A. Cost price.

Q. On Exhibit C you have "Renewed ceiling 1897, flooring and repairing, \$530." Who owns this building?—A. Gow Cheong.

Q. Is he the landlord?—A. The landlord is Mr. Colburn.

Q. Mr. Lee Chew, do you lease from Mr. Colburn?—A. No; from Wah Kee.

Q. You rented from Wah Kee?—A. We sublease from him. Before we went into business we had a contract with the Oahu Lumber Company to fix the fixtures, counters, shelves, office fixtures, and everything belonging to the store, including the ceiling and flooring used, kind of a floor in the back; there was no floor in the back, so we had new floor put in, and it was \$530.

Q. \$530 covered the whole cost expended in the contract price for the improvements?—A. Yes.

Q. What proportion of that was in business fixtures?—A. The greater part of this is for shelving, as they were on both sides of the store, and a big table in front and office counters.

Q. The bulk of it was for the fixtures—one third?—A. I think about \$300.

Q. You have it here "renewed flooring, ceiling, etc." [reading from claim] at different times. The items are all of that \$500?—A. Yes.

Q. There are three claims for this building before this commission?—A. We are not claiming for the building.

Mr. PRATT. Appraisement for Sing Chan Company, \$375—fixtures to "store on Waikiki side." Do you know where that is?—A. Yes.

Q. "Fixtures to Oahu Lumber and Building Company, \$375; 'Sing Chan'?"—A. Yes.

Q. Mr. Colburn claims \$813.13 as his interest.

The CHAIRMAN. You have here Exhibit B. Is this the actual cost of these articles?—A. Actual cost.

Q. And you have had them in use, some of them, since 1897?—A. Yes.

Q. Yin Jan Kong, did you, as manager, put on the prices in the books?—A. My bookkeeper did.

Q. Didn't you know the prices?—A. Yes; I know.

Q. Didn't Lee Chew help?—A. Sometimes.

Q. Mr. Lee Chew, did you assist in fixing the prices on this inventory for these goods?—A. No; I was not here at the time of the fire.

Q. This claim was made up of figures; the figures were put in long afterwards, were they not?—A. That would be left entirely to the manager and the bookkeeper. I don't know anything at all about it.

YIM CHAN, bookkeeper, sworn.

Q. Mr. Yim Chan, did you assist in making up and fixing the prices on this inventory of the cost of the goods?—A. Yes.

Q. You are familiar, then, with this whole claim, are you?—A. Yes; I am familiar with the invoice prices.

Q. And you assisted in putting them in here?—A. Yes.

Q. Did you assist in making up this inventory originally?—A. Yes.

Q. And this was an accurate account of everything that was there?—A. Yes.

Q. How did you get the prices in this claim?—A. Referred to my invoices. [Witness identifies the invoice book.]

Q. When you got them, you put in here the cost of your goods?—A. Yes.

Q. How did you arrive at the cost of your goods?—A. I refer to my invoice, and plus freight and duty; write it down. If freight is not added, it is just the invoice price.

Q. This is duty also?—A. Yes. In the case of goods from the East, it averages about 30 or 40 per cent; but from San Francisco, 6 to 7 per cent; so we struck a general average of 15 per cent on all the invoices.

Q. You simply approximated this? You didn't take it actually off your books as the amount actually expended in the importing of these goods?—A. No; we went through the list and knew exactly what the costs were, with freight goods and dutiable goods, and struck a general average.

Q. "Freight, cartage, etc., \$1,950." Do you approximate that \$1,950 was paid in for consular invoices, duty, cartage, etc., at 15 per cent?—A. We took the whole thing and struck a general average.

Q. Estimate approximate cost?—A. Yes.

Q. Do you identify these invoices?—A. Yes

(Book of invoices part of evidence on file.)

Q. Were all your books destroyed?—A. The books of the year 1899 were all saved; the books of the previous year were all destroyed by fire.

Q. What was your inventory in the year 1899—amount of stock when you took your inventory the year before the fire?—A. Thirteen thousand six hundred dollars.

Q. Took it on January 1 or last of December?—A. December 30; yes.

R. D. SILLIMAN sworn.

Q. Mr. Silliman, you are familiar with the list of stock of Sing Chan Company?—A. Yes. About the 14th or 15th of January the

manager of the store and Man Poy Hay came to me and said they had a stock of hardware in the quarantine district that was absolutely clean and new goods and hardware, and they thought there could be no contamination about it, nobody had been in contact with it whatever in the quarantined district; that the district was under quarantine, that they would like to have the consent of the board of health to move the property out of Chinatown, the condemned portion, across the river and to their other property in their lumber yard. I applied to Dr. Wood for permission to move the property, and he issued the consent. We began the day of the consent, late on the 19th; we went around there very early on the 20th and started to move the goods. We had gotten a portion of the goods out of the lower floor when we discovered the fire in Kamakapili Church, and we saw then that there was to be a general conflagration, and rushed things as hard as we could, and worked on some time until the fire reached across Beretania street, then great excitement prevailed and we were stopped. We had 4 or 5 dray loads of goods that were just ready to move out, in fact we were ready to move out, and we were stopped by a young man who said he was acting under the direct orders of Dr. Emerson and chief of the fire department, to allow nothing more to go outside of the lines because it would add to the confusion. Just then Marshall (or Major) Carrar came along, and this young fellow stated his directions—that he had been requested by Dr. Emerson, who was a member of the board of health, to allow no more people to pass out of Chinatown, and the Major said that he thought if that was the case we ought to stop, but he did not think it was necessary.

Dr. Emerson came along and said he did not issue any such order, and he thought it would be better to pass us; so in the interval while we were hauling it there was a member of the board of health came along and stopped us. All that was burned, and all the goods in the store were burned; they were locked up and placed in the custody of the board of health across the river, who understood that there would be no removals, and key and padlock was put upon the things which were put in under their supervision, and the key was kept by them until some time after.

Then Mr. Ingals, who had acted for the board of health in the removal of the goods, acted again in inspecting the property there situated, and checked over an inventory which had been made of the property in the warehouse, and that, I believe, has probably been submitted here.

That is all I know about it, except that there was a very large stock of hardware in the building and we only moved a small portion of it, and every effort was made, every possible effort. We rushed everybody and paid them double wages, and rushed just as hard as we could, and all helped.

I do hereby certify that the foregoing is a full, true, and correct copy of my shorthand notes, taken by me at the hearing as above, before the fire claims commission.

FRANCES MCTIGUE,
Official Reporter.

Subscribed and sworn to before me this 10th day of October, A. D. 1902.

[SEAL.]

H. C. CARTER,
Notary Public, First Judicial Circuit.

EXHIBIT No. —.—Testimony of Austin.

STATEMENT OF EXPENDITURES IN CONNECTION WITH BUBONIC PLAGUE IN THE TERRITORY OF HAWAII.

[Compiled by auditing department, Territory of Hawaii, Honolulu, Hawaii Territory, October 27, 1902.]

EXPENSES BUBONIC PLAGUE.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1899. Dec. 23	5613	Chas. Wilcox, secretary.	Pay roll—guards.....	\$58.00
	5614	.....do.....	.....do.....	85.00
	5615	.....do.....	Pay roll—guards and inspectors.....	298.05
	5616	.....do.....	Pay of police officers as guards.....	142.00
	5617	Geo. R. Carter.....	Cash advanced, sundry bills of inspectors.....	43.60
	5618	Chas. Wilcox, secretary.	Pay roll—inspectors.....	18.00
	5619	.....do.....	Labor pay rolls.....	7.50
	5620	.....do.....	Pay roll—guards, messengers, laborers, and inspectors.....	562.40
30	5729	R. F. Daly.....	Bill—coffee and bread, night service, military...	320.87
	5734	Chas. Wilcox, secretary.	Pay roll—inspectors, guards, nurses, ambulance, etc.	393.50
	5735	.....do.....	Pay roll—inspectors, guards, laborers, etc.....	589.65
	5736	Pacific Hardware Co...	Bill—6 rakes, \$9; nail puller, \$1; 4 brooms, \$3; 2 hoes, \$1.50.	14.50
	5737	Robt. Roe.....	Bill—hack hire, 2 hours.....	3.00
	5738	N. S. Sachs Co.....	Bill—6 pairs red blankets.....	18.00
	5739	.....do.....	Bill—24 pairs red blankets, \$72; 2 pairs white blankets, \$10; 30 yards sheeting, \$7.50; 6 yards casing, 90 cents; 2 bedspreads, \$3.50; 6 yards damask, \$5.10; 6 yards damask, \$3.90; 12 napkins, \$2.50; 12 towels, \$2.75, 12 bath towels, \$4; sewing sheets, etc., \$4.	116.15
	5740	Sing Chang Co.....	Bill—1 hoe, 75 cents; 1 shovel, \$1.25; 2 yards wire screens, 50 cents; 4 buckets, \$2; water pipe and labor, 75 cents.	5.25
	5741	Dairymen's Association.	Bill—9½ quarts of milk.....	1.14
	5742	Union Express Co.....	Bill—hire of drays and teams.....	169.25
	5743	Von Hamm Young Co..	Bill—5 dozen towels, \$15; 1 pair white blankets, \$2.50.	17.50
	5744	W. L. Wilcox.....	Bill—4,500 pounds poi.....	161.00
	5745	.....do.....	Bill—9,150 pounds poi.....	820.75
	5746	Wall Nichols Co.....	Bill—stationery.....	8.70
	5747	C. Palecki.....	Labor, nursing.....	75.00
	5748	H. J. Nolte.....	Bill—meals for 43 men.....	10.75
	5749	Home Bakery and Cafe.	Bill—6 suppers, \$1.50; 46 breakfasts, \$11.50; 85 meals to officers, \$25.60.	38.60
	5750	.....do.....	Bill—meals for agents, board of health.....	48.15
	5751	Dr. W. Hoffman.....	Bill—5 post-mortem examinations.....	125.00
	5752	Honolulu Tobacco Co..	Bill—2 box cigars.....	7.00
	5753	Hollister Drug Co.....	Bill—medicines and medical supplies.....	64.70
	5754	Honolulu Planing Mill.	Bill—5 pieces O. G. stops, \$1.50; 170 feet surfaced N. W., \$8.50; 256 feet N. W., \$7.68; 1,305 feet T. G. N. W., \$52.20; 6 doors, \$24; 6 locks, \$4.50; 6 pairs butts, \$3; half keg 8-penny nails, \$3.50; 10 pounds 10-penny wire nails, \$2; 10 pounds 8-penny wire nails, \$2; 826 feet sundry N. W., \$24.78; 40 pounds 20-penny galvanized nails, \$4; labor, \$73.50.	211.16
	5755	Hobron Drug Co.....	Bill—medicines and medical supplies.....	1.75
	5756	.....do.....	.....do.....	20.00
	5757	W. G. Irwin & Co.....	Bill—45 barrels lime.....	90.00
	5758	Kaina.....	Bill—hack hire.....	4.00
	5759	.....do.....	.....do.....	.50
	5760	Kee Chong.....	Bill—1 tin kerosene oil.....	1.15
	5761	L Ah Leong.....	Bill—43 yards sheeting, \$11.83; case pearl oil, \$2.75; box cigars, \$3.25.	17.83
	5762	Lewis & Co.....	Bill—1 sack rice, \$6; 1 case medicated bread, \$3.88; tea, \$1; box sugar, \$1.75; salmon bellies, \$2.50.	14.63
	5763	Sun Mee L.....	Bill—1 bag salt.....	.40
	5764	Lee Ching.....	Bill—4 single sheets, \$3.20; 2 mosquito nets, \$6...	9.20
	5765	Lewers & Cooke.....	Bill—10 barrels lime, \$30; 4 whitewash brushes, \$3; 2 iron pails, \$1.20; 1 barrel lime, \$3; 2 iron pails, \$1.20; 1 shovel, \$1.25; 2 barrels lime, \$6; 1 hoe, 75 cents; 6 brooms, \$3.25; 4 iron pails, \$2.40; 12 whitewash brushes, \$8.25.	60.80
	5766	J. D. McVeigh.....	Bill, cash advanced—4 bottles whisky, \$8; carpenter work and materials, \$1.25; fish poi and coffee, \$4.	13.25
	5767	J. T. Mito.....	Bill—hack hire, 10 hours.....	11.50

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1899. Dec. 30	5768	Metropolitan Meat Co.	Bill—550 pounds beef	\$2. 90
	5769	.....do.....	Bill—500 pounds beef, \$50; 4 pounds pork, 80 cents; 4 pounds steak, 72 cents; 40 pounds roast beef, \$5; 8 pounds mutton, 30 cents; 4 loaves bread, 20 cents; milk, 13 cents; 2½ pounds steak, 44 cents; 4 pounds roast beef, 72 cents; 4 pounds steak, 72 cents; 4 loaves bread, 20 cents; vegetables, 25 cents.	36. 40
	5770	Henry May & Co	Bill—1 bag salt, 10 cents; bottle pepper, 15 cents; 2 cases sauerbraun, \$11.50; 6 tins B chickens, \$3.25; 6 jars guava jelly, \$1.37; 10 loaves bread, 60 cents; 2 dozen lemons, 60 cents; 5 pounds sugar, 30 cents; 2 dozen oranges, \$1.20; 2 pounds cheese, 50 cents; 5 pounds soda, 75 cents; 4 tins chicken, \$2.40; 6 tins sardines, \$1.75; 5 pounds butter, \$3.25; 6 tins sardines, \$1.75; 1 dozen lemons, 30 cents; 5 pounds cheese, \$1; 1 dozen oranges, 60 cents; 1 pound tea, 50 cents; 4½ pounds granulated sugar, 50 cents; 1 bottle olives, 50 cents; 6 jars guava jelly, \$1.33.	2. 25
	5771	Occidental Hotel.....	Bill—3 370 meals furnished soldiers, N. G. H.	20. 00
	5772	Oceanic Gas and Electric Co.	Bill—4 32-C. P. incandescent lamps.....	1. 00
	5773	W. C. Peacock & Co.....	Bill—case beer, \$6.50; 6 bottles whisky, .89; 1 bottle angustra, \$1.25.	15. 00
	5774	Potter Furniture Co.....	Bill—16 mattresses, \$67.50; 14 XL mattresses, \$49; 1 straw mattress, \$3.50; 9 straw mattresses, \$32.50; 26 net hoops, \$7.80; making 26 nets, \$36; 4 wire mattresses, \$16; 4 moss mattresses, \$18; 1 straw mattress, \$2.25; 1 wire cot, \$3.50; 6 mosquito nets, \$20; 6 pillows, \$5.25; 6 pillow slips, \$1; 10 sheets, \$6.50; 5 blankets, \$12.50; 5 net hooks, 50 cents; 2 straw mattresses, \$4.50.	267. 00
	5775	People's Ice and Refrigerating Co.	Bill—225 pounds ice	2. 10
	5782	Chas. Wilcox, secretary.	Pay roll—civil engineer, clerk, guards, and interpreter	159. 00
	5783	Dr. C. G. Scaperone	Bill—professional services	150. 00
	5784	Frd. Harrison.....	Bill—cash advanced for labor and material erecting crematory and building, \$1,366.49; back hire, \$64; lumber and material, \$116.00; express hire, \$37.50; labor, \$2.50; hauling, etc., \$80; lumber, etc., \$4.24.	1,671. 49
	5785	Chas. Wilcox, secretary.	Pay roll—firemen, crematory	2. 00
	5786	.....do.....	Pay roll—guards	2. 00
	5787	John Andre Express	Bill—5 days' express hire	5. 00
	5788	Capt. W. G. Ashley, quartermaster.	Bill—cash advanced for provisions, etc.....	2. 00
	5789	Benson Smith & Co.....	Bill—sundry medicines, disinfectants, etc.....	20. 00
	5790	C. Brewer & Co.....	Bill—80 barrels California lime	160. 00
	5791	Chong Kee Co.....	Bill—6 galvanized buckets	1. 00
	5792	.....do.....	Bill—26 lanterns, \$19.50; 12 wash basins, \$2.25; 1 tin kerosene oil, \$1.30.	23. 05
	5793	J. Emmeluth & Co.....	Bill—26 feet galvanized leader, \$6.50; 14 pounds zinc, \$2.10.	8. 60
	5794	Hawaiian Chinese News Co.	Bill—advertising quarantine regulations	3. 00
	5795	Hustace & Co.....	Bi	2. 00
	5796	Dr. W. Hoffman	Bi	75. 00
	5797	E. O. Hall & Son	Bi	1.53 1
	5798	.....do.....	Bi	171. 4

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount
1899. Dec. 30	5798	E. O. Hall & Son	tools and handles, \$6; 2 shovels, \$2; 6 Ames shovels, \$9; 1 00 handle, \$1.25; 4 dozen whitewash brushes, \$34; 2 dozen 00 handles, \$6; 6 buckets, \$3.90; 1 box chisels, 75 cents; 2 faucets, \$1.	
	5799	.....do	Bill—2 whitewash brushes, \$3.60; 2 large Hunt's axes, \$3.50; 2 shovels, \$2; 2 mortar hoes, \$2; 2 yard brooms, \$1; 1 hammer, 50 cents; 1 package tacks, 5 cents; 1 package brads, 10 cents; 4 buckets, \$2.60; 2 whitewash brushes, \$1.50; 1 sprinkler, \$1.25; 1 dozen whitewash brushes, \$8.	\$27.10
	5800	.....do	Bill—1 dozen yard brooms, \$3; 1 dozen buckets, \$6; 1 bag salts, 75 cents.	9.75
	5801	Lewis & Co.	Bill—1 case medicated bread, \$3.24; 1 tin kerosene oil, \$1.25; granulated sugar, 50 cents; coffee, 50 cents; Japanese tea, 50 cents.	6.99
	5802	Mi Hung	Bill—17 meals furnished in quarantine.....	2.65
	5803	Thomas Morrissey	Bill—hack hire	125.00
	5804	Quong Sam Kee Co.	Bill—1 bag rice	2.50
	5805	Chong Kee & Co.	Bill—1 water pot and spray.....	1.25
	5806	Thomas Callay	Bill—hack hire	2.00
	5807	T. H. Davies & Co	Bill—7 dozen long coats, \$252; 1 dozen whitewash basins, \$4.50.	256.50
	5808	.....do	Bill—4 barrels lime, \$9; 12 pieces mosquito nets, \$34.24; 2 dozen soap, \$1.36; 6 dozen towels, \$9; 5 barrels lime, \$12.50; 2 whitewash brushes, \$1.50; 2 10-quart watering cans, \$2; 4 barrels lime, \$10; 20 pieces mosquito nets, \$56.08; 1 piece Farwell cotton, \$6.08; 1 box Franklin tape, 85 cents; 50 barrels lime, \$125.	267.00
	5809	J. Emmeluth & Co.	Bill—1 rice boiler, \$1.70; 1 piece wire netting, 75 cents; 8 tin scoops, 75 cents; 3 agate pitchers, \$7.50; 3 agate basins, \$1.95; 1 tin funnel, 15 cents; 2 baby food cups, \$1.	13.80
	5810	M. S. Grinbaum & Co.	Bill—1 dozen oil coats.....	22.50
	5811	E. O. Hall & Son	2 50-foot lengths 1-inch 5-ply hose, \$17; 2 push brooms, \$1.50; 8 pounds nails, 50 cents; 1 W. W. pump, \$10; 1 cocktail mixer, \$3.	82.00
	5812	Hopp & Co.	Bill—3 wire cots, \$14.25; 3 straw mattresses, \$7.50; 3 floss pillows, \$3; 3 mosquito nets, \$12; 6 Douglas chairs, \$13.50; 1 washstand, \$4.75; 3 pine tables, \$4.50; 2 floss pillows, \$2; 2 wire cots, \$9.50; 2 straw mattresses, \$3.60; 2 nettings, \$8; 12 straw beds, \$24; 12 straw pillows, \$6; 8 wire cots, \$14.25; 3 straw mattresses, \$5.40; 3 straw pillows, \$1.50; 8 nets, \$12; 2 kitchen tables, \$5; 2 wire cots, \$9.50; 2 straw pillows, 70 cents; 2 straw mattresses, \$4.	164.95
	5813	D. Halola.....	Bill—hack hire	10.00
	5814	H. Hackfeld & Co	Bill—10 barrels lime	25.00
	5815	Hustace & Co	Bill—sundry hauling.....	107.60
	5816	Hawaiian Hotel Co.	Bill—4 lunches, \$2; hack for sending same, 25 cents.	2.25
	5817	Hop Hing & Co.	Bill—1 iron tub, \$1.25; 1 iron tub, \$1; 2 iron buckets, 90 cents; 3 iron buckets, 90 cents.	4.05
	5818	Benson Smith & Co	Bill—sundry medicines, disinfectants, etc.....	118.12
	5819	.....do	Bill—medicines	49.75
	5820	City Carriage Co.	Bill—hack hire	3.75
	5821	.....do .....	.....do	12.50
	5822	Dairymen's Association	Bill—168 quarts milks.....	16.80
	5823	R. F. Daly	Bill—coffee and bread	51.62
	5824	.....do .....	.....do	197.65
	5825	J. Emmeluth & Co.	Bill—6 marking pots, \$3.60; 14-quart milk can, \$1.25	4.85
	5826	M. A. Fogarty.....	Bill—36 meals.....	9.00
	5827	H. Hackfeld & Co	Bill—1 case Sauerbraunn	5.00
	5828	Hart & Co	Bill—coffee, sandwiches, milk, etc., \$2.20; 1 box cigars, \$3.25; milk and ice, \$1.15; cigars, \$3.25; 1 gallon coffee, 50 cents; 3 boxes cigars, \$9.75; milk, ice, cakes, and cigars, \$2.75; ice, sandwiches, coffee, and cakes, \$2; coffee, milk, sandwiches, cakes, etc., for 20 consecutive nights, \$80.50.	105.35
	5829	Hop Kee.....	Bill—1,849 meals.....	462.25
	5830	F. Innis	Bill—hack hire	1.00
	5831	C. Klemme	Bill—113 meals to officers	39.55
	5832	G. A. Long	Bill—hack hire	11.00
	5833	T. Morrissey.....	Bill—58 hours' hack hire	56.00
	5834	Henry May & Co	Bill—25 pounds butter, \$10; bag of sugar, \$4.50; 20 pounds white pepper, \$7; 1 case Eagle milk, \$7; 6 sacks oatmeal, \$3; 6 sacks corn meal, \$2.10; 1 sack white beans, \$3.85; 100 pounds ground coffee, \$30; 3 boxes macaroni, \$2.25; 1 chest tea, \$21; 2 cases Pilot bread, \$7.34; 30 pounds Cali-	186.67

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Am-t
1899. Dec. 30	5834	Henry May & Co	lornia butter, \$10.50; 5 bags salt, 30 cents; 2 5-pound tins mustard, \$3; 2 sacks G. G. flour, \$2.50; 1 dozen curry, \$3.50; 6 tins P. barley, \$2.10; 25 pounds butter, \$10; 6 tins R. B. powder, \$2.88; 3 tins cayenne pepper, \$1.75.	
	5835	J. R. Mills & Co	Bill—53 pounds bacon, \$7.68; 95½ pounds ham, \$14.33; 2 cases potatoes, \$5.36; 1 case onions, \$2.50; 10 pounds coffee, \$3; 3 pounds tea, 75 cents; 1 gallon vinegar, 50 cents; 2 cases eggs, \$21; 2 cases potatoes, \$5.11; 1 case tomatoes, \$2.25; 5 gallons pickles, \$1.50; 3 gallons Worcesterhire sauce, \$3; 5 gallons vinegar, \$2; 100 pounds granulated sugar, \$4.50; 1 cheese, \$5.27; 3 pounds baking powder, \$1.50; 25 pounds butter, \$7.50; 6 brooms, \$1.75; 2 cases potatoes, \$5.25.	\$94.7
	5836	Sam Decker	Bill—hack hire	20
	5837	Jack Reid	do	1
	5838	J. Silva	do	2
	5839	Sun Wo Kee	Bill—44 meals	11
	5840	Walter C. Weedon	Bill—cash advanced for provisions, hack hire, etc.	17
	5841	L. Ah Leong	Bill—2 boxes cigars and matches	7
	5842	Ah Chew Bros	Bill—150 oranges	34
	5843	Cotton Neill & Co	Bill—2 sulphur tanks, \$12.20; boiler-maker's time, 24 hours, \$19.20.	31
	5844	W. W. Diamond & Co	Bill—3 dozen glasses, \$1.40; 1 water jug, 40 cents; 1 dozen small glasses, 60 cents; 1 filter complete, \$6.50; 50 feet hose, \$10; 1 sprinkler, 75 cents; 1 yard broom, 50 cents; 3 oval tubs, \$3.75; 3 Chinese baskets, \$2.25; 1 piece zinc, \$2.50; 1 cup, 60 cents; 5½ pieces pipe, \$2.75; 1 elbow, 50 cents; 1 roof plate, \$1; 1 stove, pipe, etc., \$40.	109
	5845	.....do	B	65.4
	5846	.....do	B	14.7
	5847	Chas. B. Dunwell	B	3
	5848	Dairymen's Association	B	3.7
	5849	Evening Bulletin	B	4.4
	5850	B. F. Ehlers & Co	B	10.4
	5851	Honolulu Iron Works Co.	B	36.4
	5852	.....do	B	90.0
	5853	Hustace & Co	B	104.0
	5855	Hawaiian Star	B	99.5
	5856	James A. Hopper	B	22.4
	5857	Dr W Hoffman	B	107.00
	5858	J. Hopp & Co	B	14.00
	5859	E. O. Hall & Son	B	71.00

EXPENSES BUBONIC PLAGUE—Continued.

p.	No.	Name, etc.	Nature of payment.	Amount.
30	5859	R. O. Hall & Son	brush, 50 cents; 1 S. W. revolver, \$15; box cartridges, 90 cents; 2 paint brushes, \$1.75; 5 gallons turpentine, \$3.45; 2 pounds lampblack, 70 cents; 5 stencil brushes, \$3.25; 5 pistol holders, \$5; 1 belt, \$1.25; 1 pound metallic packing, 75 cents; 1 Hints broadax, \$1.50; 1 pint brilliant shine, 50 cents; 2 sheets emery cloth, 30 cents; 6-pound stone hammer, \$1.50; 1 oil filler, \$1; 2 tins potash, 40 cents; 1 gauge glass, 40 cents; 6 cakes Pearlina, 90 cents; 2 chambers, \$1.50; 4 agate basins, \$4; 1 copper pot boiler, \$2.50; 2 door mats, \$4.50; 2 mops, \$1; 2 30-inch galvanized buckets, \$1.20; 8 pounds brown soap, 40 cents; 1 package matches, 25 cents; 6 pounds 8-penny cut nails, 30 cents; 2 yards yellow bunting, 50 cents; 3 house brooms, \$1.50; 3 pitchers, \$2.25; 2 mop handles, 50 cents; 1 brush, 25 cents; 1 10-inch bucket, 35 cents; 2 dozen screw hooks, 50 cents; 1 corkscrew, 50 cents; 1 case kerosene oil, \$2.60; 2 door mats, \$4.50; 1 ball twine, 25 cents.	
	5860	Hawaiian News Co.	Bill—stationery and supplies	\$22. 95
	5861	Hawaiian Gazette Co. ...	Bill—printing, advertising, etc	65. 25
	5862	P. K. Kailiehu	Bill—hack hire	4. 50
	5863	Lewers & Coke	Bill—545 feet N. W., \$14.17; 8 pounds wire nails, 48 cents; 546 feet N. W., \$14.17; 8 pounds wire nails, 48 cents.	29. 30
	5864	Lewis & Co.	Bill—1 pound tea, 50 cents; granulated sugar, 25 cents; rice, \$1.00; ¼ dozen Rose milk, 75 cents; 6 pounds coffee, \$1.80; potatoes, \$1.00; 5 pounds tin lard, 65 cents; 2 loaves bread, 20 cents; 2 dozen eggs, \$1.30; 1 pound Japan tea, 50 cents; coffee, \$1.00; 20 pounds onions, \$1.00; ¼ dozen milk, \$1.15; 1 sack potatoes, \$3.45; block butter, 90 cents.	15. 45
	5865	M. McInerny	Bill—1 pair duck pants, \$2.00; 2 oil coats, \$9.00 ...	11. 00
	5866	Manufacturers Harness Co.	Bill—Straps on 6 pistol holsters, \$3.00; cutting cartridge belt, 25 cents; repairing cartridge belt, 7 stitching, \$1.	4. 25
	5867	McGuire's Baggage Express.	Bill—Hauling, etc	4. 50
	5868	Metropolitan Meat Market.	Bill—Beef, vegetables, etc	85. 71
	5869	M. W. McChesney & Sons.	Bill—1½ barrel salmon	18. 25
	5870	Pacific Hardware Co ...	Bill—2 whitewash brushes, 50 cents; 1 market basket, 50 cents; 4 iron pots, \$4.60; 1 corkscrew, 50 cents; 2 broom handles, 25 cents; 1 galvanized bucket, 85 cents; 1 sprinkling pot, \$1.50; 1 saucepan, 40 cents; 1 spade, \$1.50; 4 galvanized buckets, \$1.00; 4 watering pots, \$2.00; 4 iron pots, \$3.00; 1 box chisels, \$1.00; 2 dozen whitewash brushes, \$16.50; 2 dozen whitewash heads, \$15.00; 4 push brooms, \$3; 2 hoes, \$1.50.	53. 40
	5871	People Express Co.	Bill—Hauling, etc	11. 25
	5872	M. S. Perry	Bill—Hack hire	1. 50
		Pearson Potter Co.	Bill—5 S. W. revolvers, \$85.50; 100 38-caliber cartridges, \$1.70; 3 38-inch cartridge belts, \$2.35.	99. 55
	5874	Peoples Ice and Refrigerating Co.	Bill—925 pounds ice	9. 25
	5876	Sing Wo Chan.	Bill—37 tins canned beef	5. 55
	5877	United Carriage Co.	Bill—Hack hire, night and day	588. 00
	5878	Union Express Co	Bill—Hauling, etc	195. 25
	5879	Wilder & Co.	Bill—64 feet R. W., \$1.54; 75 feet T. G., \$2.63; 112 feet surface R. W., \$3.92; 28 feet surface R. W., 67 cents; 8 pounds 6-penny, 48 cents; 2,240 pounds coal, \$10.00.	19. 25
	5880	W. L. Wilcox.	Bill—6,350 pounds poi.	222. 25
	5881	Washington Light Co ..	Bill—installation of lights and rent of same 1 night.	10. 00
				13, 428. 99
900.	1	Chas. Wilcox, secretary.	Pay roll—fumigator, messenger, clerk, interpreters, extra fireman, inspectors, and guards.	1, 230. 17
10	2	Trustees B. P. Bishop estate.	Bill—rent of premises at Mokauea Kalihi, January 2 to July 2, 1900, 6 months.	450. 00
15	3	John H. Wilson, for C. B. Wilson.	Pay roll—wages of luna and laborers at Kakaako detention camp.	179. 25
20	4	Chas. Wilcox, secretary.	Pay roll—foreman, carpenters, and laborers on sewerage scow, repairing Hackfeld warehouse and fumigating warehouse.	290. 25

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount
1900. Jan. 20	5	John H. Wilson	Pay roll—1 luna and laborers.....	\$22
	6	Washington Light Co ..	Bill—3 tanks, \$225; 7 1,500 C. P. lamps, \$350; 375 feet tubing, \$37.50; poles, blocks, hooks, ropes, and cartage, \$19.20; installation of lamps on river street, and then to Kukui street, \$62.50; 3 cases kerosene oil, \$7.80.	75
	7	Dr. C. G. G. Scaperonne ..	Bill—professional services rendered	19
	8	Washington Light Co ..	Bill—2 tanks complete, \$150; 6 1,500 C. P. lamps, \$300; 680 feet tubing, rope, blocks, cleats, and hooks, \$68; labor on installation, \$50; 2 cases kerosene oil, \$5.20.	57
	9	J. H. Craig	Bill—labor furnished as per oral agreement with C. B. Ripley for emergency work on Kalihi detention camp.	14
	10	.....do	Bill—labor furnished, etc., on Kalihi detention camp.	1 54
	12	Chas. Wilcox, secretary ..	Pay roll—engineer, lunas, calkers, plumbers, timekeeper, watchman, laborers, etc. (water-works for Kalihi detention camp).	81
	13	H. F. Bertleman.....	Bill—labor furnished for emergency work on Kalihi detention camp as per verbal agreement with C. B. Ripley.	24
	14	.....do	Bill—labor furnished, etc., for work on Kalihi detention camp as per oral agreement with C. B. Ripley.	2 48
25	15	J. W. Pratt, paymaster, N. G. H.	Pay roll—carpenters, etc., work on the military fumigating shed.	1 11
	16	S. L. Aylett	Bill—labor, tools, and cartage for disinfecting drill shed.	2
	17	Chas. E. Bartlett.....	Bill—labor furnished for putting up sanitary flumes at Kalihi detention camp.	14
	18	Fred Harrison.....	Bill—first payment on account of Aala warehouse as per verbal agreement.	1.00
	19	Washington Light Co ..	Bill—6 copper fire extinguishers, \$114; 3 shelves and brackets for same, \$3 (installed at Kakaako camp).	11
	20	Fred Harrison.....	Bill—second payment on account of Aala warehouse as per verbal agreement.	54
	21	Vincent & Belser.....	Bill—labor furnished digging salt ditch at Kalihi detention camp.	24
	22	Chas. Wilcox, secretary ..	Pay roll—luna and laborers, Kalihi detention camp.	17
	23	.....do	Pay roll—guards, clerks, morgue attendants, interpreters, etc.	3 48
	25	C. M. Cooke	Pay roll—guards, etc., as per 24 pay rolls	4 48
	26	.....do	Pay roll—attendant's dead wagon	11
	27	.....do	Pay roll—laborers on disinfecting work	31
	28	.....do	Pay roll—laborers, etc	4
	29	.....do	Pay roll—captain and guards, station clerk, telephone boy, luna, and laborers at Kalihi detention camp.	1.67
	30	A. J. Joel	Bill—services taking inventory at Queen Hotel ..	1
	31	W. A. Gardner.....	Bill—1 ½ bedstead, 1 wire spring, 1 mattress, 1 mosquito net, and 1 bureau for use at pest house.	11
	32	Finance committee, board of health.	Pay roll—office and staff, carpenters, laborers, guards, etc., at Kalihi detention camp.	5.92
	33	.....do	Pay roll—foreman, helpers, etc., setting up tents.	9
	34	.....do	Pay roll—assistants, guards, cooks, etc., laborers, stewards, and firemen at kerosene warehouse, detention camp, and at the crematory (Mauiola).	96
	35	F. M. Bindt, for H. F. Bertlemann.	Bill—carpenters, laborers, etc., furnished on the Kalihi detention camp.	5 94
31	36	Chas. E. Bartlett.....	Bill—labor furnished on sanitary flumes and bath houses at Kalihi detention camp, as per verbal agreement.	24
	37	Honolulu Planing Mill.	Bill—labor building shed at Nuuanu Pali, cartage of men and tools.	63
	38	.....do	Bill—making 144 window frames and 72 door frames for Kalihi detention camp.	430
	39	.....do	Bill—700 pieces 1 by 8 cut to segment as per detail for Kalihi detention camp.	125
	40	.....do	Bill—4 window frames 10 by 12, 4 door frames, 8 window frames, 20 door frames and window frames, \$108; 48 window frames, \$108; 96 door frames, \$192; 144 frames 10 by 12, \$324; labor and material and machine work on stairs stringers, \$45; 432 segments cut to detail, \$77.76; sticking 1 by 4 babbitt ball, \$40 (Kalihi detention camp).	894
	41	J. H. Craig.....	Bill—labor and transportation and materials	2.75
	42	James Nott, jr.....	Bill—12 galvanized showers, \$12; 500 square feet tin floor, \$75 (pesthose at Kakaako).	87

EXPENSES BUBONIC PLAGUE—Continued.

date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Jan. 31	43	James Nott, jr	Bill—1 16-foot urinal, \$12; 4 feet 2-inch galvanized waste pipe, 72 cents; 1 2-inch galvanized elbow, 20 cents; 105 feet 6-inch galvanized gutter, \$31.50; 136 feet galvanized gutter, \$54.40; 180 feet 3-inch galvanized leader, \$39.60; 32 feet 4-inch galvanized leader, \$8; 9 feet 8-inch galvanized leader, \$3.60; 23 3-inch galvanized leader elbows, \$5.75; 1 4-inch galvanized leader elbow, 30 cents; 4 feet 6-inch galvanized leader, \$1.40; 1 galvanized slop hopper, \$2.50; repairing sink in kitchen, \$1.50; 3 tank washout closets, \$82.50; 262 feet 4-inch galvanized soil pipe, \$78.60; 8 4-inch galvanized soil-pipe elbows, \$2.40; 165 feet 1-inch galvanized water pipe, \$21.45; 21 feet 1-inch galvanized waste pipe, \$2.52; 2 1-inch stopcocks, \$2.30; 2 1-inch stopcocks, \$2.50; 2 1-inch hose bibbs, \$2.80; 3 feet 4-inch lead pipe, \$2.25; 24 1-inch pipe fittings, \$4.80; 18 days' labor, \$57.50 (kerosene warehouse, detention camp).	\$481.09
	44	Finance committee, board of health.	Pay roll—labor in removing merchandise from On Tai building for board of health fumigation accommodation.	10.00
	45	.....do	Pay roll—laborers destroying wood and iron building in block 11.	52.00
	46	.....do	Pay roll—laborers, etc	301.00
	47	.....do	Pay roll—inspectors, etc	662.00
	48	Vincent & Belser	Pay roll—labor furnished on sanitary flumes at Kalihi detention camp.	60.25
	49	.....do	Pay roll—labor furnished and grading done at Kakaako battery camp and pesthouse.	870.11
	50	.....do	Pay roll—labor furnished on sanitary flumes at Kalihi detention camp.	210.20
	51	.....do	Pay roll—labor making soundings along beach road.	9.33
	157	Finance committee, board of health.	Pay roll—office, staff, guards, laborers, lunas, cooks, stewards, yard men (kerosene detention camp).	1,294.90
	158	.....do	Pay roll—guards, etc., at battery camp	4,420.05
	159	.....do	Pay roll—captains, guards, and lieutenants, cooks, carpenters, and laborers at Kalihi detention camp.	6,651.15
Feb. 5	160	Chas. Wilcox, secretary.	Pay roll—foreman, calkers, lunas, laborers, engineers, tappers, etc.	528.55
	161	.....do	Pay roll—stenographer, extra firemen, nurses and helpers, overseer and laborers, clerks, ambulance, morgue, guards, scow tenders, rubbish tenders, excavator helpers, etc. (removing rotten refuse. Double pay allowed on account of danger).	3,179.30
	170	.....do	Pay roll—guards, etc	1,767.00
	171	Finance committee, board of health.	Pay roll—guards at Chinese hospital and of cooks at battery camp.	24.00
	172	.....do	Pay roll—stevedores at P. M. S. S. wharf	87.00
	173	.....do	Pay roll—laborers	397.00
	174	.....do	Pay roll—sanitary guards	759.00
	175	.....do	Pay roll—foreman and laborers	108.25
	176	.....do	Pay roll—superintendent, clerk, painters, luna, carpenters, laborers, etc.	237.00
	177	.....do	Pay roll—laborers, etc	72.00
	178	.....do	Pay roll—inspectors, fumigators, matrons, clerk, helpers, etc.	71.00
	179	.....do	Pay roll—carpenters and laborers	188.00
	180	.....do	Pay roll—contractor, pile drivers, carpenters, helpers, etc., at Kalihi detention camp.	310.81
	181	.....do	Pay roll—guards, etc	2,316.50
	182	Finance committee, board of health, for Chas. E. Bartlett.	Bill—commission on labor furnished on sanitary flume and bath houses at Kalihi detention camp.	21.83
	183	Finance committee, board of health.	Pay roll—carpenters, Kalihi detention camp	224.00
	184	Finance committee, board of health, for J. A. Butterfield.	Bill—services of self and commission on labor furnished at Kalihi detention camp.	70.40
	185	Honolulu planing mill.	Bill—labor furnished in the construction of Kalihi Barracks, as agreed.	1,040.00
	186	.....do	Bill—carpenters and laborers furnished in rebuilding of fence on premises of Mrs. S. Roth.	40.12
	187	.....do	Bill—carpenters and laborers furnished in reconstruction of Kalihi camp No. 2, as agreed.	1,019.88
	188	Finance committee, board of health.	Pay roll—carpenters, etc	656.37

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Feb. 5	189	Finance committee, board of health, for I. N. Hayden.	Bill—services and commission allowed on labor furnished.	\$17.40
	190	Superintendent public works.	Pay roll—carpenters and laborers in repairing sewerage scow.	650
	191	H. L. Kerr & Co	Bill—carpenters and laborers at Kakaako pest-house.	21.10
	192	.....do	Bill—Labor performed on kerosene warehouse, Kakaako.	1,567.10
	193	.....do	Bill—labor performed on battery camp, Kakaako.	1,244
	194	.....do	Bill—labor performed on kerosene warehouse, Kakaako.	80
	195	.....do	Bill—labor performed on battery camp, Kakaako.	37
	196	.....do	Bill—commission allowed for labor furnished at battery camp and at kerosene warehouse.	26
	197	Finance committee, board of health.	Pay roll—laborers, disinfection, and fumigation.	212
	198	.....do	Pay roll—carpenters on Kalihi flumes.	12
	199	Finance committee, board of health, for J. A. Butterfield.	Bill—commission allowed for labor furnished, etc.	9
10	202	Finance committee, board of health.	Pay roll—firemen, for running the crematory....	19
	203	.....do	Pay roll—luna and laborers, disinfection and fumigation.	27
	204	.....do	Pay roll—markers for marking freight on P.M.S.S. Co.'s wharf.	6
	205	.....do	Pay roll—luna at Kakaako dump	92
	206	.....do	Pay roll—bookkeeper.....	20
	207	.....do	Pay roll—light-house guards	254
	208	.....do	Pay roll—captain, guards, assistants, carpenters, cooks, seamstresses, etc.	80
	209	.....do	Pay roll—engineer, luna, laborers, teamsters, firemen, etc., on New street, Puuhale road.	270
	210	J. H. Craig	Bill—commission on \$2,650.75 for labor furnished at Kalihi Barracks.	23
	211	.....do	Bill—labor furnished at Kalihi barracks, as per verbal agreement.	2,735
	212	Finance committee, board of health.	Pay roll—clerks, messengers, cooks, assistants, ambulance, guards, etc.	23
	213	.....do	Pay roll—linemen for wiring fumigating plant, lights on camp grounds, and also for guards at Kalihi.	1
	214	.....do	Pay roll—laborers cleaning up rubbish back of the pumping station.	15
	215	Finance committee, board of health, for W. F. Young.	Bill—6 days' service, also commission for labor furnished.	4
	216	Finance committee, board of health.	Pay roll—skilled labor at Kalihi barracks	21
	217	Finance committee, board of health, for H. L. Kerr & Co.	Bill—commission on labor furnished constructing work, battery camp.	12
	218	.....do	Bill—commission on labor furnished on kerosene warehouse construction work.	22
	219	Finance committee, board of health.	Pay roll—carpenters at kerosene warehouse.....	114
15	220	.....do	Pay roll—carpenters and laborers, battery camp..	71
	221	.....do	Pay roll—carpenters on flumes, etc., \$436.50; office, staff, etc., \$371.75 (Kalihi detention camp); guards, clerks, drivers, etc., \$217.50 (medical department).	1,025
	222	.....do	Pay roll—captain, lieutenants, guards, yard boys, cooks, lunas, laborers, and carpenters, Kalihi detention camp.	5,460
	224	Dr. F. A. Bowman	Bill—professional services 4 days at \$250 per month.	1,000
	225	.....do	Bill—professional services for 1 month	250
	226	Dr. C. L. Garvin.....	Bill—professional services 18½ days at \$10	185
	227	.....do	Bill—professional services for 1 month	310
	228	Finance committee, for Wm. Mutch.	Bill—commission, etc., on labor furnished at Kalihi detention camp.	31
	229	Finance committee, board of health.	Pay roll—carpenters at Kalihi detention camp..	73
	230	Dr. W. Hoffmann	Bill—12 post-mortem examinations, at \$25.....	300
	231	Finance committee, board of health, for J. H. Craig.	Bill—commission, etc., on labor furnished Kalihi barracks.	79
	232	Finance committee, board of health.	Pay roll—guards, etc	240
	233do	Pay roll—carpenters Kalihi barracks	298

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EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Feb. 15	234	Mrs. A. Davison	Bill—services as nurse at kerosene warehouse camp 21 days.	\$105.00
	235	.....do	Bill—services as nurse at kerosene warehouse camp.	50.00
	236	H. F. Bertleman	Bill—commission, etc., for carpenters and laborers furnished to Kalihi quarantine station.	603.97
	237	.....do	Bill—carpenters, laborers, and cartage furnished at the Kalihi quarantine station.	4,889.75
	238	Finance committee, board of health.	Pay roll—stevedores, P. M. S. S. wharf.....	26.00
	239	.....do .....	.....do	39.71
	240	A. B. Ingalls	Bill—services as fumigating agent for 1 month...	175.00
20	241	Finance committee, board of health.	Pay roll—carpenters (labor employed in building bath and fumigating house for use of doctors visiting suspicious cases in Hilo, Hawaii).	52.15
	242	.....do	Pay roll—carpenters (building pesthouse at Waiakea and fumigating house on Cocoanut Island, Hilo, Hawaii.)	139.50
	243	.....do	Pay roll—carpenters, Kalihi barracks	9.00
	244	.....do	Pay roll—guards, Pali and Makapuu and harbor.	2,577.50
	245	.....do	Pay roll—sanitary guards.....	270.00
	246	.....do	Pay roll—cooks and laborers (Chinatown gang)..	326.00
	247	.....do	Pay roll—superintendent, clerk, painter, luna, carpenters, and laborers (Chinatown gang).	731.50
	248	.....do	Pay roll—inspectors	189.00
	249	.....do	Pay roll—day and night clerk, messenger, cooks, morgue, ambulance, wharf guards, hostler, etc.	772.00
	250	.....do	Pay roll—luna and laborers (rubbish dumps, Youmans slip).	399.00
	251	.....do	Pay roll—tailors (helpers to ladies' relief committee).	40.00
	252	.....do	Pay roll—superintendent, police officers, etc.....	317.22
	253	.....do	Pay roll—guards, inspectors, and interpreters, laborers, cooks, clerks, sweepers, diggers, lunas, and carpenters.	1,866.35
	336	H. F. Bertlemann.....	Bill—commission, etc., for labor furnished at Kalihi quarantine station.	73.30
	337	Finance committee, board of health.	Pay roll—Paper hanger, papering fumigating room, Kaumakapili churchyard.	5.00
	338	.....do	Pay roll—guards, etc.....	12.00
	339	.....do	Pay roll—carpenters, Kalihi quarantine station..	833.25
	340	.....do	Pay roll—foreman, calking luna, timekeeper, engineer, firemen, oilers, calkers, and laborers (waterworks men, extra work caused by board of health fires).	116.75
	341	.....do	Pay roll—guards	76.50
	342	.....do	Pay roll—office, staff, guards, lunas, cooks, stewards, yardmen, tailors, nurses, etc. (kerosene warehouse detention camp).	3,414.05
	343	J. N. Hayden	Bill—commission, etc., on labor furnished on drill shed camp.	56.80
	344	Finance committee, board of health.	Pay roll—carpenters (drill shed camp).....	108.00
	345	.....do	Pay roll—carpenters and laborers, sewerage scow, and the kerosene storehouse.	1,260.50
	346	H. F. Bertlemann.....	Bill—service rendered as superintendent kerosene oil warehouse 11 days.	110.00
	347	Finance committee, board of health.	Pay roll—lunas, laborers, and carpenters—disinfection and fumigation.	354.00
24	348	.....do	Pay roll—chief commissariat, assistant superintendent, cook and assistant, captain and guards, laundress, seamstress, helper, etc. (Battery camp).	946.50
	349	.....do	Pay roll—plumbers and helpers, Kalihi hospital.	333.00
	350	Enterprise Mill Co.....	Bill—carpenters and laborers furnished (kerosene warehouse).	77.00
	351	A. M. Mellis.....	Bill—2½ days' services fumigating furniture, etc., at Aala warehouse.	12.50
	352	John A. Sesser	Bill—9 days as overseer of guards on the water front, \$27; expenses incurred while going over the route, \$25.20.	52.20
	353	Dr. W. Hoffmann	Bill—professional services at pesthouse, morgue, and laboratorium, 19 days, at \$700 per month.	429.03
	354	Finance committee, board of health.	Pay roll—captain, lieutenant, and guards, carpenters, luna and laborers, cooks, butchers, sanitary police, clerks, staff, interpreters, messengers, nurses, and overtime of laborers, Kalihi detention camp.	7,943.00
	355	.....do	Pay roll—cook, Battery camp.....	3.00

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount
1900. Feb. 24	356	Finance committee, board of health.	Pay roll—contractor, foreman, and carpenters building guardhouse at Kalihi camp for the N. G. H.	\$57
	357	.....do.....	Pay roll—foreman, carpenters, and laborers on extra fumigating shed on Hotel and Miller streets.	62
	358	.....do.....	Pay roll—carpenters, laborers, etc., fencing burnt blocks, Robertson's place, Nanu street and Hotel place, Punchbowl street.	49
	359	.....do.....	Pay roll—guards, Kalihi barracks.....	21
	360	W. K. Asbill.....	Bill—Expenses of Queen Hotel per month, \$200; rent of house and moving, expenses, self and wife, \$50; property destroyed, \$125; property injured, \$375; profit on hotel per month, \$1,000 (arbitrated and allowed by vote of board of health).	1,445
	361	Wilder & Co.....	Bill—15,912 feet N. W., at \$24, less 5 per cent, \$362.80; planing $\frac{1}{2}$ to $\frac{1}{4}$ inch, \$3.60; 4,152 feet N. W., at \$26, less 5 per cent, \$102.55; 3,200 feet R. W. at \$30, less 5 per cent, \$91.20; railroad freight and loading, \$23.27 (material for 8 buildings, Kalihi barracks)	5
	362	.....do.....	Bill—13,279 feet N. W., at \$24, less 5 per cent, \$302.77; 5,000 feet N. W., at $3\frac{1}{2}$ cents, less 5 per cent, \$154.27; 266 8-foot iron, 4,459 pounds, at $6\frac{1}{2}$ cents, \$289.83; 40 sheets 8-foot iron, 915 pounds, at $6\frac{1}{2}$ cents, \$15.25; 60 pieces ridging, 500 feet, \$45; railroad freight on 100,000 feet lumber, 7,500 tons iron, etc., \$21.14 (bath house, Kalihi)	5
	363	.....do.....	Bill—2,827 feet N. W., at \$24, less 5 per cent, \$64.46; 1,044 feet R. W. Sur., at $3\frac{1}{2}$ cents, less 5 per cent, \$34.71; 213 S. R. W., at $3\frac{1}{2}$ cents, less 5 per cent, \$7.59; 236 feet R. W., at \$30, less 5 per cent, \$6.73; railroad freight and loading, \$4.72 (out houses, Kalihi); 19 pairs sash, 10 by 12, at \$2.50, \$47.50; express hire, \$1.50; 5,804 feet N. W., at \$24, less 5 per cent, \$132.33; 6,000 feet N. W., at \$26, less 5 per cent, \$148.28; 3 kegs wire nails, 8-penny, \$14.56; 1 keg wire nails, 10-penny, \$4.75; cartage on 150,000 feet lumber, \$18; 4,008 feet N. W., at \$24, less 5 per cent, \$91.38; planing per cent, Kalihi)	66
	364	.....do.....	\$474.13; cent, cent, N. W., 7-foot sheets 780.03; ilroad 61. ash, at; 11 crews, butts, cent, 04 feet 50 feet 04, 880 20,000 \$4.85; 00 feet	2,671
	365	.....do.....	..... ilroad e pul- tables, ngal- 0; 27 men 1 7, 54 m, No.	36
	366	.....do.....	..... ilroad e pul- tables, ngal- 0; 27 men 1 7, 54 m, No.	102
	367	.....do.....	107 25, 281.80; \$18.50; cent, cents, \$94.08; shera, \$1.50, ng 08	5,986.6

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. d. 28	367	Wilder & Co.....	103,052 feet lumber, at \$1, \$103.05; railroad freight and loading on 75 tons of iron, etc., \$15.74 (materials Kalihi detention camp).	
	368	.....do	Bill—1,200 feet N. W., at \$24, less 5 per cent, \$27.36; cartage, \$1.80 (Kalihi detention camp).	\$29.16
	369	.....do	Bill—9,767 feet N. W., at \$24, less 5 per cent, \$22.69; 2,640, T. G. N. W., at 3½ cents, less 5 per cent, \$81.51; 1,488 feet R. W., at \$30, less 5 per cent, \$42.41; 70 sheets 7-foot iron, 1,933 pounds, \$125.65; 20 sheets 6-foot iron, 312 pounds, \$18.72; 80 pieces ridging, 180 feet, \$27; 47 pounds of screws and washers, \$7.05; railroad freight and loading on iron and lumber, \$14.89.	539.92
	370	.....do	Bill—3,548 feet N. W., at \$24, less 5 per cent, \$80.89; 6,769 feet T. G. N. W., at \$3.14, less 5 per cent, \$208.99 (railroad freight and loading on lumber, 10,329 (Kalihi detention camp).	300.20
	371	.....do	Bill—79,534 feet N. W., at \$24, less 5 per cent, \$1,815.38; 21,120 feet T. G. N. W., at 3½ cents, less 5 per cent, \$652.08; 10,112 feet R. W., at \$30, less 5 per cent, \$288.19; 427 feet N. W., at \$24, less 5 per cent, \$9.74; 22 bundles 10-foot iron, \$332.67; 7 bundles 9-foot iron and 103 sheets 6-foot iron, 8,763 pounds, \$525.78; 1,500 feet ridging, \$225; 324 pounds screws and washers, \$48.60; 112 sheets 9-foot iron, \$173.16; 63 sheets 6-foot wide iron, \$80.46; railroad freight on lumber, iron, etc., \$118.86 (Kalihi detention camp).	4,267.92
	372	.....do	Bill—14,909 feet N. W., at 24 cents, less 5 per cent, \$339.93; 4,078 T. G. N. W., at 3½ cents, less 5 per cent, \$125.90; 1,704 feet R. W., at 30 cents, less 5 per cent, \$48.67; 1 keg 3-penny wire nails, \$5.20; railroad freight and loading, \$20.75. (Kalihi detention camp.)	540.35
	373	.....do	Bill—3 dozen pairs galvanized T hinges, \$3.75; 3 dozen galvanized T hinges, \$4.20; 3 dozen pairs galvanized strap hinges, \$3.90; 1½ dozen galvanized hinges, \$1.88; 1 dozen pairs galvanized strap hinges, \$1.80; 19 pairs black strap hinges, \$1.65; 33 gross screws, 1-inch, \$14.85; 2½ gross galvanized hooks, 5-inch, \$15. (Kalihi detention camp.)	47.03
	374	.....do	Bill—N. W. lumber, nails, R. W. posts, etc. (Kalihi detention camp.)	51.21
	375	.....do	Bill—1½ tons coal, \$15. (Board of health kitchen)	15.00
	376	.....do	Bill—80 pieces 8 by 12 N. W., 2,080 feet, at 24 cents, less 5 per cent. (Kawaiahao church.)	47.42
	377	.....do	Bill—144 feet N. W., \$3.74; 630 T. G. N. W., \$22.05; 48 feet N. W., \$1.34; 93 feet N. W., \$2.42. (Fumigating house.)	29.55
	378	.....do	Bill—Labor on Sundays, 44 men, at \$1.50. (Kalihi detention camp.)	66.00
	379	.....do	Bill—17½ dozen pairs black strap hinges, 6-inch. (Kalihi detention camp.)	18.11
	380	.....do	Bill—7 sheets 9-foot iron, 182 pounds, \$10.92; 827 feet N. W., \$19.85; 126 feet T. G. N. W., \$4.90; 120 feet R. W., \$3.60; 8 feet N. W., 21 cents; 48 feet N. W., \$1.15; 6 pounds galvanized 10 and 20 penny, \$4.20; 7 pounds screws and washers, \$1.05; 5 pounds 3-penny galvanized nails, 40 cents; 1 padlock, 75 cents; ¼ pair 10 by 14 sash, \$1.50; 20 pounds 8-penny galvanized nails, \$1.40; 1 pair galvanized T hinges, 10-inch, 75 cents; 1 galvanized hasp hinge, 10-inch, 50 cents; total, \$50.87, less 5 per cent on lumber, \$1.45. (Kalihi guardhouse.)	48.92
	381	Honolulu Iron Works...	Bill—3 1-inch black nipples, 10 cents; 1 1-inch black union, 75 cents; 4 1-inch black elbows, 48 cents; 1 1-inch gate valve, \$1.65; 4,878 feet galvanized 2-inch pipe, \$1,585.35; 1,041 feet 9-inch galvanized pipe, \$153.96; 1,080 feet 2-inch galvanized pipe, \$113.42; 2 2-inch steam cocks, \$11; 12 2-inch galvanized tees, \$7.20; 12 1-inch galvanized tees, \$2.40; 12 1-inch galvanized elbows, \$1.92; 12 ½-inch galvanized elbows, \$1.20; 12 2 by 1 bushings, \$2.16; 12 1 by ½ bushing, \$1.20; 6 2-inch nipples, \$1.20; 6 2-inch galvanized elbows, \$2.40; 2 nipples, 30 cents; 2 elbows, 40 cents; 1 union, 40 cents; 1,214 feet 8-inch and 10-inch well casing, \$2,429.33; 1,072 feet 10 by ½ inch galvanized pipe, \$112.65; 10 pounds cotton waste, \$1.50; 2 bushings, 1 by ½, 20 cents; 5 gallons ma-	10,185.35

EXPENSES BUBONIC PLAGUE--Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount
1900. Feb. 28	381	Honolulu Iron Works...	<p>chine oil, \$3.25; 5 gallons cylinder oil, \$4.75; 220 feet 7-inch steam pipe, \$368; 1 7-inch tee, \$7.50; 1 7-inch elbow, \$4.50; 2 7 by 5 bushings, \$3.50; 1 7-inch nipple, \$2.25; 2 5-inch nipples, \$3; 2 5-inch gate valves, \$33; 2 5-inch elbows, \$4.50; making 6 tool-steel crowbars, \$37.50; 3½ feet 7-inch single leather belt, less 25 per cent, \$35.27; 1,210 pounds pig iron, \$24.20; 1 14-inch Stillson wrench, \$3; 2 saddle punches, 30 cents; 4,164 feet 3-inch galvanized pipe, \$2,914.80; 462 feet 4-inch and 3-inch steam pipe, \$308.50; 2 3-inch galvanized tees, \$3.00; 1 bushing, 30 cents; 1 nipple, 10 cents; 1 steam cock, \$1.75; 1 bushing, 3 by 1, 30 cents; 1 nipple, 8 cents; 1 steam cock, \$1.25; drayage on pipe, \$35.25; 12 iron tamping bars, \$42; 7 steel tamping bars, tool steel, \$45; 1 3-inch gate valve, \$11; 1 3-inch nipple, 40 cents; 1 3-inch galvanized tee, \$1.50; 2 3-inch plugs, 60 cents; 1 fumigator, consisting of Cummins's forge and hood, \$56; 1 truck for same; wheels on truck, 2 wheels, 80 pounds, 1 front wheel 30 pounds, axle 30 pounds, \$27.50; cartage, \$2.50; 2 cast-iron flanges, 50 pounds; 1 cast-iron 10-inch elbow, with branch, 306 pounds; 1 cast-iron 6-inch flange, 25 pounds; 4 cast-iron 10 by 16 flanges, 160 pounds; 1 10-inch</p>	

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Feb. 28	381	Honolulu Iron Works...	pounds Br. pipe, 70 cents; 4 cat screws, 40 cents; 6 split pins, 10 cents; 7 pounds Babbitt metal, \$1.26; 2 oct. screws, 40 cents; 8 $\frac{1}{4}$ bolts, 96 cents; 1 pound washers, 10 cents; copper-smith's time, 3 hours at \$2, \$6; machinist's time, 88 hours, \$88; machinist's time, 85 hours at 70 cents, \$59.50; patternmaker's time, 23 $\frac{1}{4}$ hours at 70 cents, \$16.45; outside casing for smokestack, angle steel for same, 1,000 pounds at 6 cents, \$60; 1,584 pounds steel plate at 7 cents, \$110.88; 45 pounds rivets, \$5.40; 68 bolts, \$6.87; boilermaker's time, 72 $\frac{1}{4}$ hours, \$50.75; helpers' time, 220 hours, \$88; drayage, \$12.	
	382	C. R. Collins	Bill—harness, etc., for excavator service	\$326.50
	393	Kong Hop Kee	Bill—vegetables and fruits furnished battery camp pesthouse and general commissary.	180.35
	384	Merchants' committee; A. Gartenburg, treasurer.	Bill—cash advanced for labor, rent, insurance, hack hire, and incidental expenses.	1,752.02
	385	Fook Tai	Bill—sundry nets for use of Chinese at kerosene camp.	445.00
	386	Hoffschalaeger & Co....	Bill—1 dozen towels and 2,526 yards Mch. bunt-ings.	108.48
	387	C. Brewer & Co	Bill—30 barrels of lime	75.00
	388	G. Muller	Bill—supplying and repairing keys to locks at the fumigating house and fumigating shed wharf.	11.50
	389	W. H. Kailimai	Bill—440 pounds dried fish (kerosene warehouse) and 220 pounds dried fish (battery camp).	80.00
	390	Pawaa Rice Mill Co	Bill—160 bags rice.....	960.00
	391	L. A. D. Gardner	Bill—cash advanced for sundry bills	61.50
	392	Dr. W. G. Burgess	Bill—services inspecting Arlington Hotel, Honu-akaha camp, etc.	114.83
	393	Lun Chong Ko	Bill—matting, milk, and tea.....	56.00
	394	William Norton	Bill—2 mules supplied excavator service	425.00
	395	H. H. Edmonds	Bill—1 bay horse for Kalihi detention camp	175.00
	396	H. Heins.....	Bill—loss of clothes while burning house at Moanalua.	6.00
	397	Thomas Sinclair.....	Bill—loss of clothes while burning houses at Moanalua.	6.00
	398	K. Ishoshima	Bill—5 dozen kimonos, big and small sizes	60.00
	399	Woo Hop	Bill—washing for kitchen commissary and bath-room.	32.80
	400	Yee Hop.....	Bill—240 pounds Chinese sausages (Kawaiahao Church camp), vegetables, Chinese salt fish, duck eggs, shrimps, etc.	311.40
	401	A. B. Ingalls	Bill—Cash advanced for sundry bills in refumi-gating.	11.80
	402	City Furniture Co	Bill—undertaking, removing, etc., for cremation of plague patients.	604.50
	403	S. W. Lederer	Bill—2 weeks' use of premises for fumigating purposes and use of sundry articles of furni-ture.	30.00
	404	Enterprise Mill Co.....	Bill—lumber and material for building and painting cottage and kitchen, judiciary grounds; lumber and material for building stable and cottage, South street; lumber, etc., for building fence at Union Square block; lumber and material for building fumigating house; labor and material, fumigating plant, mail wharf; material for storage house at Boardman's premises; labor and material building dining, fumigating, and kitchen room, judiciary grounds, etc.	2,518.31
	452	Hollister & Co	Bill—medicines and medical supplies furnished to kerosene warehouse camp, pesthouse, drill shed camp, Kalihi detention camp, battery camp, etc.	585.55
Mar. 5	516	Gear Lansing & Co	Bill—premium on fire policy for \$1,000, at 2 per cent, Kalihi detention camp.	80.00
	517	Makaainana Printing House.	Bill—advertising, etc., for Kalihi detention camp.	169.50
	518	Enterprise Planing Mill Co.	Bill—door frames and casings, window frames, etc., supplied to fumigating house and drill shed.	113.75
	519	Estate B. P. Bishop.....	Bill—1,735 loads of coral to Puuhale road in ex-tension of said Puuhale road.	173.50
	520	S. N. Castle, limited....	Bill—20 barrels lime, Kalihi detention camp.....	50.00
	521	Gehring & Butzke.....	Bill—plumbers' supplies, labor, etc., furnished in the building eating house, board of health.	26.95

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Mar. 5	522	C. S. Martin	Bill—hack hire	\$2
	523	Hong Yuen	Bill—150 pounds of fish for pest house, battery camp, and kerosene warehouse.	3
	524	J. R. Shaw	Bill—use of horse and mule in removal of refuse from pest house.	34
	525	Wilson Awa	Bill—hack hire	6
	526	Pacific Vehicle and Supply Co.	Bill—1 set harness for Kalihi detention camp....	4
	527	George Kailli	Bill—express hire	3
	528	Ah Sing	Bill—75 ducks for Chinese new year's celebration.	2
	529	Sing Chong & Co.	Bill—2 bags rice	1
	530	Honolulu Street Sprinkling Co.	Bill—use of 2 horses for excavator services.....	6
	531	Kula Pork Packing Co..	Bill—295 pounds pork	44
	532	Alex Lazarus	Bill—hack hire	3
	533	Honolulu Sheet and Metal Work.	Bill—labor and plumbing material, Kalihi detention camp.	50
	534	Wing Wo Tai & Co	Bill—fish, salt, cabbage, freight, etc.....	464
	535	Wong Hong	Bill—express hire.....	1
	536	Oahu Lumber and Building Co.	Bill—lumber and material for Kawaiahae Church camp, Halawa camp, and Nuuanu Valley camp.	12
	537	Harnng Lung Kee Co....	Bill—provisions and kitchen utensils, crockery ware, etc., for Chinese at the Kalihi detention camp.	1,05
	538	G. A. Long	Bill—31 days' hack hire.....	51
	539	Sorenson and Lyle	Bill—Labor, lumber, and material, and superintendent, Kalihi detention camp.	274
	540	Honolulu Iron Works ..	Bill—labor, material, etc., furnished Central fire station in repairing engines.	48
	541	Jas. Nott, jr	Bill—labor, plumbing, and plumber's supplies for Kalihi detention camp and kerosene warehouse.	97
	542	E. R. Bath.....	Bill—labor, plumbing, and plumbers' supplies furnished Kalihi hospital camp, cartage, etc.	54
	543	Pacific Import Co.....	Bill—clothing for men, women, and children in quarantine.	2,04
	544	W. B. Conson.....	Bill—14 days' services as sanitary engineer.....	0
	545	.....do	Bill—21 days' services as sanitary engineer.....	1
	546	Ed Towse.....	Bill—services as assistant superintendent of infected district and Kalihi detention camp (January).	14
	547	.....do	Bill—services as assistant superintendent of infected district and Kalihi detention camp (February).	14
	548	E. R. Hendry.....	Bill—23 days' services as secretary board of health (January).	14
	549	.....do	Bill—services as secretary of board of health for February.	20
	550	Dr. W. Hoffman	Bill—to services at pest house, morgue, laboratory for February.	700
	551	Finance committee board of health.	Pay roll—stevedores at P. M. S. S. wharf	21
	552	.....do .....	.....do	10
	553	.....do	Pay roll—guards guarding quarantine places, Hilo, Hawaii.	122
	554	Dr. G. W. Jobe	Bill—8 days' services as call physicians at board of health office for January.	64
	555	.....do	Bill—services as call physician at board of health office for February.	24
	556	J. E. Davis	Bill—services as stenographer for month of February.	14
	557	Finance committee board of health.	Pay roll—day and night clerks, messenger, cooks, assistants, morgue, ambulance, wharf guards, etc.	736
	558	.....do	Pay roll—cooks, Kalihi detention camp.....	29
	559	.....do	Pay roll—firemen at crematory.....	4
	560	.....do	Pay roll—Luna, excavator tenders, cartmen, burners, stablemen, etc., removing garbage, sewage, and rubbish.	787
	561	.....do	Pay roll—laborers, removing rubbish.....	18
	562	.....do	Pay roll—timekeeper	4
	563	.....do	Pay roll—Luna, laborers, removing refuse and rubbish from Chinatown.	307
	564	.....do	Pay roll—chief commissary, assistant superintendent, cooks, guards, carpenters, etc., battery camp.	557
	565	.....do	Pay roll—superintendent, clerk, Luna, and laborers (Chinatown).	81
	566do	Pay roll—4 board of health guards Pali, harbor and Makapuu guards.	2,70

HAWAIIAN INVESTIGATION.

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EXPENSES BUBONIC PLAGUE—Continued,

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Mar. 5	567	Finance committee, board of health.	Pay roll—captain, lieutenants, and guards, sanitary police, fumigator commissary department, cooks, nurses, carpenters, and laborers (9 pay rolls Kalihi detention camp).	\$4,809.75
	568	Chas. Wilcox, secretary.	Pay roll—foreman, calking Luna, timekeeper, calkers, plumbers, engineers, laborers, extra work waterworks men on account of board of health fire.	61.40
	569	Hawaiian Gazette Co....	Bill—printing, advertising, etc., for kerosene warehouse sanitary committee, Kalihi detention camp, drill-shed camp, etc.	935.44
	570	W. L. Wilcox	Bill—poi furnished detention camp kerosene warehouse, battery camp, Hawaiian camp, Punchbowl street, Wise camp, King street, Kalihi detention camp, general sanitary and relief.	2,597.87
	571	IXL Carriage Co.....	Bill—carriage hire.....	82.75
	572	Chun Hoo	Bill—vegetables, fish, etc.....	103.75
	573	Hobron Drug Co.....	Bill—medicines and medical supplies for battery camp, Kawalahao Church camp, kerosene warehouse camp, and guards.	246.25
	574	Catton Neill Co.....	Bill—labor and material furnished sewage scow.	78.73
	575	J. A. Hopper	Bill—rice and cartage	5,543.00
	576	.....do	Bill—piping, labor, etc., on fumigating shed P. M. S. S. wharf.	394.00
	577	O. J. Holt	Bill—hack hire Kalihi detention camp.....	2.00
	578	W. Tai You	Bill—lanterns, etc	3.80
	579	Wing Cu Lung Co	Bill—20 bunches chopsticks	7.00
	580	L. Ahlo	Bill—9 cases kerosene oil	24.75
	581	Finance committee, board of health for Iaea.	Bill—1 cord of firewood and 3 bags of salt	11.50
	582	Yee Sing Ktai	Bill—tables, chairs, meat safe, etc.....	27.30
	583	A. N. Gillman.....	Bill—hack hire	8.50
	584	Abchew & Co	Bill—25 pounds of mullet.....	5.00
	585	Kwong See Wo.....	Bill—meals, bread, coffee bread, and bananas, etc.	235.86
	586	Kwong Wing Fat & Co.	Bill—chairs, mattresses, pillows, Chinese slippers, etc.	150.91
	587	Thos. Morrissay	Bill—337 hours' hack hire.....	337.00
	588	C. B. Wilson	Bill—services as construction superintendent at Kalihi detention camp, as per verbal agreement.	400.00
	589	J. D. McVeigh	Bill—services as superintendent at Kalihi detention camp, 1 month January.	50.00
	590	.....do	Bill—services as superintendent Kalihi detention camp for February.	100.00
	591	Dr. C. A. Davis	Bill—services as call physician, 21 days in January.	169.35
	592	.....do	Bill—services as call physician for February	250.00
	593	Finance committee, board of health.	Pay roll—calkers and laborers, repairs sewage scow, carpenters and laborers, construction of sewage scow, carpenters and laborers, fumigating room, mail wharf.	562.05
10	594	Fred Harrison.....	Bill—use of spring wagon carting away rubbish, delivering groceries, extra labor, lumber and material for executive building ground room, lumber and material for Nuuanu fence, labor and material, cartage, lumber, and material for Kalihi pump house, lumber, material, and labor old barracks ground rooms, material and supplies for fumigating house at Aala.	2,696.47
	595	.....do	Bill—lumber and material, and labor, cartage, etc., at C. R. Collins, Hotel street.	1,004.72
	596	.....do	Bill—lumber and material, drayage, cartage and labor, Aala warehouse.	3,949.45
	597	Hawaiian News Co	Bill—stationery and supplies	49.85
	598	W. W. Wright.....	Bill—material and supplies in repairing engines used in the fire, etc., and labor.	714.40
	599	Hyman Bros.....	Bill—clothing, shoes, etc. (ordered by G. R. Carter).	7,809.30
	600	Lewers & Cooke, for City Mill Co.	Bill—lumber and material and freight, etc.....	559.69
	601	Wing Wo Cahn & Co ...	Bill—provisions, kitchen utensils, clothing, and sundry supplies, cigars, etc.	1,096.22
	602	Wing Lung & Co	Bill—vegetables, eggs, fruits, and provisions.....	390.95
	603	Yee Hop & Co	Bill—vegetables, fruits, and eggs	26.60
	604	Kwong Yuen Hing & Co.	Bill—vegetables, fish, groceries, and sundry supplies.	201.93
	605	N. J. Luis	Bill—beef, coffee, crackers, codfish, etc.....	17.45
	606	W. G. Irwin & Co	Bill—paints, wall paper, asphaltum, and sundry hardware supplies.	1,266.54

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Mar. 10	607	Original Singers Bakery.	Bill—bread, pies, and cakes furnished kerosene warehouse detention camp, pest-house, battery camp, excavator camp, Portuguese camp, Spanish family camp, Robinson camp, Boardman cottage, and board of health, general.	\$167.53
	608	Pearson & Potter	Bill—tents, hammocks, revolvers, awnings, and sundry supplies for outing outfit, etc.	1,275.65
	609	T. G. Thrum	Bill—stationery and supplies	37.55
	610	Hawaiian Star News Association.	Bill—printing and advertising, etc.	385.50
	611	Metropolitan Meat Market.	Beef and supplies for Punchbowl street camp, South street camp, Robinson house, Kawaiahao church camp, distribution wagon, drill-shed camp, battery camp, Kakaako detention camp, Kalihi detention camp, etc.	5,600.49
	612	Finance committee, board of health.	Pay roll—clerks, for office help, etc.	16.00
	613	.....do	Pay roll—laborers, P. M. S. S. wharf.	34.00
	614	.....do	Pay roll—laborers and inspectors (fumigation and disinfection).	382.00
	615	.....do	Pay roll—engineer, lunas, laborers and teamsters (work down Puuhale road).	120.00
	616	.....do	Pay roll—nurses, helpers, cooks, assistants, etc., (pesthouse).	711.00
	617	.....do	Pay roll—accountants, clerks, and office help, finance committee, board of health.	34.00
	618	.....do	Pay roll—masons and carpenters (building pest-house and rat-proof fence around it on Puna road, Hawaii).	157.50
	619	A. B. Ingalls	Bill—services $\frac{1}{2}$ month as fumigating and disinfecting agent and services $\frac{1}{2}$ month working $\frac{1}{2}$ each day as disinfecting and fumigating agent.	116.65
	620	Metropolitan Meat Co..	Bill—beef, bread, vegetables, ice, and fruits for board of health office, kerosene, warehouse detention camp, Kalihi detention camp, medical department board of health, board of health eating house, Iwilei quarantine, and Spanish camp.	3,415.50
	621	H. Hamano	Bill—56 $\frac{1}{2}$ dozen wooden shoes (Japanese)	64.50
	622	Loy Hon	Bill—80 pounds mullet	10.00
	623	Fon Kee	Bill—100 pounds Chinese vegetables and 5 bags rice.	30.00
	624	Washington Mercantile Co.	Bill—10 cases rose milk and 10 cases soda crackers (kerosene warehouse).	8.12
	625	Mercantile Printing Co.	Bill—1,000 cards (fumigation department), 1,681 badges (kerosene warehouse), 1,000 letter heads (citizens sanitary committee), and 500 billheads blank (office).	32.25
	626	Geo. R. Carter for W. W. Dimond & Co.	Bill—coffee and tea pots, frying pans, knives and forks saucers, etc., lanterns, and brooms (Nuuanu Pali guardhouse).	10.00
	627	M. Chiya Co	Bill—Kimonos, Japanese slippers, and cotton sashes.	49.00
	628	The Mutsu Co	Bill—Japanese bowls, chopsticks, slippers, and canned goods.	7.00
	629	Porter Furniture Co....	Bill—extension tables, chairs, pine tables, meat safes, furniture sets, mattresses, pillows, blankets, spreads, etc.	1,217.65
	630	W. R. Riley	Bill—5 signboards Kakaako battery, kerosene warehouse, pesthouse, board of health office.	19.00
	631	Allen & Robinson	Bill—sashes, lumber, and R. W. posts for Kalihi detention camp.	12.50
	632	.....do	Bill—N. W. lumber and R. W. posts Mrs. Roth residence.	55.00
	633	.....do	Bill—sundry N. W. lumber, T. & G. lumber, screws, washers, mill work, extra labor for Sunday work (Kalihi detention camp), nails, corrugated iron, window springs, butts, etc., cartage, loading, and freighting for same.	28,481.00
	634	W. H. Russel	Bill—building fence as per tender and extra work on rat proof fence around the Pantheon saloon and rebuilding 80 feet fence knocked down by falling brick wall.	3,500.00
	635	Finance committee, board of health.	Pay roll—office, staff, captain, lieutenants, guards, cooks, assistants, stewards, etc., and laborers, etc. (kerosene warehouse).	1,100.00
	636	H. F. Bertleman	Bill—window frames, casings, door frames, etc., for various buildings.	7.00
	637	B. F. Ehlers & Co	Bill—towels, cotton batlings, pins, needles, thimbles, etc.	1.00

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Mar. 10	638	M. Phillips & Co	Bill—common blankets, children suits, boys' undershirts and shirt waists, pants, etc., tobacco, mens' underclothing, mens' hose, black sateens, etc.	\$2,109.78
	639	H. L. Kerr & Co	Bill—nails, shovels, pick and handles, pipe and fittings, and labor of plumbers and helpers and door bells (pesthouse).	298.86
	640	Hawaiian Electrical Co.	Bill—sundry electrical supplies, and labor pesthouse, Kalihi camp, kerosene warehouse, Kawalahao church, and board of health general.	2,886.40
	641	Coyne Mehrrens Furniture Co.	Bill—chairs, rockers, moss mattresses and pillows, canvas cots, tables, looking glasses and wash stands (Kalihi detention camp, pesthouse, Battery camp, Halawa camp, and Military.	1,688.20
	642	Lewers & Cooke	Bill—lumber and building materials for Kalihi (white people) camp and pesthouse, hinges, screws, and washers, window springs, corrugated iron, etc.	5,044.58
	643	Finance committee, board of health.	Pay roll—lumberman, January	203.00
	644	.....do	Pay roll—lumberman, February	168.00
	645	.....do	Pay roll—superintendent, assistant superintendent, police, and guards (drill shed).	350.41
	649	Benson, Smith & Co.	Bill—medicines and medical supplies for sanitary inspectors, Honuakaha camp, Battery camp, Kawalahao Church camp, morgue, Honolulu fire department, pest hospital; disinfection, Kalihi detention camp, kerosene warehouse camp, etc.	2,093.89
	650	Huastace & Co.	Bill—hauling and drayage effects of people burned out from Chinatown, hauling rubbish, merchandise, lumber, refuse, soil, furniture, etc., to and from various camps.	6,228.83
	651	.....do	Bill—wood and coal supplied kerosene warehouse camp, Kakaako hospital, Battery camp, crematory, Kawaihau Church camp, drill shed, pesthouse, Kalihi detention camp, and to various engine fire departments, including overtime, labor, etc.	1,205.00
	652	Wing Wo San	Bill—284 meals, $\frac{1}{2}$ dozen tins salmon and sardines, and labor.	49.75
	653	Yamato Shinbum	Bill—printing 204 circulars and 3 advertisements of same.	8.50
	654	George Cavanaugh	Bill—rice, sugar, corn beef, lard, butter, sardines, salmon, tin scoops, and sundry kitchen utensils.	48.30
	655	Home Bakery and Café.	Bill—lunch and coffee, breakfast, dinners, etc., sent out for guards.	104.75
	656	Von Hamm, Young & Co.	Bill—piping, mosquito nets, labor, cartage, gasoline, blankets, etc., furnished Kalihi detention and drill-shed camp.	2,975.05
	657	E. W. Jordon	Bill—oilcloth, feather dusters, mosquito nets, complete, brushes and combs, pins, etc.	137.80
	658	Hawaiian Carriage Manufacturing Co.	Bill—material, labor of woodworker, trimmers, etc., on wagon for Kalihi detention camp.	53.80
	659	Lewers & Cooke	Bill—matting, hinges, and locks, etc., for Kakaako detention camp; matting, carpenters' tools, cartage, etc., pesthouse; lumber, and material for Kaumakapili Church, Roth premises, foreign camp Kalihi, Kawaihau Church, bath and fumigating shed, drill shed, etc.	2,601.85
	660	.....do	Bill—lumber and material, nails, cartage, screws, and washers, corrugated iron, hooks and eyes for kerosene warehouse camp.	5,278.65
15	661	Finance committee, board of health.	Pay roll—superintendent, assistant superintendent, policemen and guards, drill-shed camp.	156.70
	662	Dr. C. A. Peterson	Bill—services as call physician, $\frac{1}{2}$ month (January)	25.00
	663	Dr. F. A. Bowman	Bill—services as medical superintendent, kerosene warehouse hospital for February.	250.00
	664	Dr. C. A. Peterson	Bill—services as call physician and medical inspector for vessels in quarantine, month of February.	50.00
	665	H. M. Mist	Bill—services on large map of Honolulu, showing districts, apanas, etc.	10.00
	666	Chan Tin	Bill—3 bags rice, 1 ice chest, and 3 gross matches.	33.20
	667	McInerny shoe store ...	Bill—1 pair tennis shoes and 10 pairs rubber boots.	47.00
	668	.....do	Bill—undershirts, drawers, hose, 9 pairs kid gloves, 119 pairs denim pants.	125.90
	669	J. Hopp & Co.	Bill—double straw mattresses, single mattresses, floss pillows, office chairs, netting, net rods, netting, straw pillows, wire cots, cushion for chairs, iron beds, stools, desks, armchairs, mirrors, tables, window shades, express hire, and labor.	540.20

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount
1900. Mar. 15	670	Allen & Robinson	Bill—n. w. lumber, shingles, nails, r. w. lumber, and cartage for whiteman camp, Kalihi.	2.60
	671	Lewers & Cooke	Bill—N. W. lumber, T. & G. lumber, cartage, matting, hinges, doors, locks, butts and screws, screws and washers, for Kalihi detention camp and flume, corrugated iron, W. W. brush—window bolts, stepladders, sashes, and extra labor on Sundays.	1.25
	672	L. B. Kerr & Co.	Bill—nightgowns, rugs, sheeting, pillow cases, blankets, dress goods, nightdresses, towels, shirtwaists, pillow slips, oilcloth, safety pins, sewing machines, cotton, needles and threads, boys' pants, hosiery, etc.	1.75
	673	Kash	Bill—pants, pajamas, overshirts, overalls, children's waists, overshirts, etc.	3.25
	674	California Feed Co.	Bill—hay and grain	1.25
	675	G. Schumann	Bill—hire of carts, drays, mules, and harness, and men, express wagon, harness, etc.	2.75
	676	Washington Light Co. .	Bill—labor and material installing lights at battery camp, drill-shed camp, pest house, Kakaako camp, Kukui and River streets, and electrical supplies, etc.	6.15
	677	United Carriage Co.	Bill—hack hire to agents board of health, physicians, nurses, etc., night and day.	1.25
	678	J. Emmeluth & Co.	Bill—crockery ware, piping and fittings, kitchen utensils, etc.	7.45
	679	I. I. S. Navigation Co. .	Bill—oakum, coal tar, pitch, pitch mops, corn brooms, and services steamer Kaena, 23½ days.	1.45
	680	Lewis & Co.	Bill—groceries and provisions furnished board of health office, Kalihi detention camp, Kawaihau Church camp, etc.	1.04
	681	Hawaiian News & Co. .	Bill—stationery and supplies furnished sanitary committee as ordered by various agents, also for finance committee.	2.50
	682	S. J. Salter	Bill—groceries and provisions and sundry eatables.	4.00
	683	W. W. Dimond & Co. .	Bill—crockery ware, kitchen utensils, etc., furnished board of health office, guards Kalihi detention camp, Boardman House, fumigating plant at wharf, Queen Hotel, etc.	1.00
	684	.....do	Bill—crockery ware, kitchen utensils, etc., furnished quartermaster department, N. G. H., battery camp, pest house Kakaako, kerosene warehouse, etc.	1.50
	685	Wilson Awa	Bill—hack hire moving sick from Kawaihau to Kalihi detention camp.	1.00
	686	Chas. Leonard	Bill—hack hire furnished agents board of health	1.00
	687	Honolulu Street Sprinkling Co.	Bill—1 sprinkling cart converted into an excavator wagon for excavator service.	2.00
	688	A. D. Wishard, for Fashion Stable Co.	Bill—use of saddle horse for board of health inspector.	1.00
	689	S. Ozaki	Bill—kimonos, cotton sashes, matting, cotton crapes, groceries, Japanese sauce and food	6.00
	690	Honolulu Stockyard Co	Bill—livery horse and wagon, buggy, saddle horses, mules, feed for horses, repairs to wagon, labor hauling lumber, harness, etc.	8.00
	691	Hart & Co.	Bill—lunches, coffee, cakes, sandwiches, buns, and pies, cigarettes, cigars, milk for guards at marshal's office, 8 fire stations, board of health headquarters, guards' headquarters and stations.	1.40
	692	Finance committee, board of health.	Pay roll—guards, Lihue, Kauai	2.40
	693	.....do	Pay roll—captain, guards, cooks, nurses, etc., Wailuku, Maui.	1.65
	694	.....do	Pay roll—captains, guards, cooks, drivers, etc., Wailuku, Maui.	6.17
	794	M. S. Grinbaum & Co. .	Bill—white cotton, safety pins, blankets, denim pants, undershirts, overshirts, shoes, hosiery, chemises, hats, matches, crockery ware, kitchen utensils, stationery, towels, brooms, etc., furnished quartermaster department, N. G. H.	19.00
	795	Joe Kalana	Bill—hack hire	3.00
	796	Club stables hack stand.	Bill—hack hire furnished city sanitary committee.	3.00
	796	Evening Bulletin	Bill—advertising notices and printing, etc.	1.00
	798	John Nott	Bill—piping and fittings, plumbers' supplies, crockery ware, kitchen utensils, cartage and labor furnished white people detention camp and ambulance and morgue, etc.	2.75
	799	Henry Wright	Bill—repairing, new material, etc., furnished excavator wagons, hose cart, and fire engines, also supplies furnished Kalihi Barracks and fumigating room.	2.00

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Mar. 15	800	Asada & Co.....	Bill—undershirts, underwear, overshirts, slippers, kimonos, Japanese tea, kitchen utensils, matting, Japanese food and sauce, cotton, toothbrushes, paper napkins, vinegar, etc.	\$1,761.23
24	801	Finance committee, board of health.	Pay roll—day and night clerks, messenger, cooks and assistants, morgue, ambulance (night and day), wharf guards, crematory, etc. (board of health office and staff).	946.50
	802	.....do	Pay roll—luna and laborers, removing garbage and refuge from the city.	568.50
	803	.....do	Pay roll—captain, guards, commissary department, cooks and assistants, laborers, machinists, interpreters, plumbers, etc., Kalihi detention camp.	3,055.50
	804	.....do	Pay roll—helpers, washwoman, cooks and assistants, pesthouse.	57.50
	805	.....do	Pay roll—nurses, helpers, cooks, etc., pesthouse.	316.05
	806	.....do	Pay roll—distributor, distributing food in Chinatown.	19.00
	807	.....do	Pay roll—inspectors, district No. 1.....	13.00
	808	.....do	Pay roll—chief commissary, assistant superintendent, drivers excavators, cooks and assistants, yard boy, seamstress, laundries, captain and guards, battery camp.	632.35
	809	.....do	Pay roll—laborers, fumigating shed, P. M. S. S. wharf, carpenters and laborers sewerage scow No. 2.	112.00
	810	.....do	Pay roll—messenger, clerk, janitor, inspector, guards, etc., city sanitary committee.	1,075.32
	811	.....do	Pay roll—superintendent, commissary, carpenters, captain and guards, head luna, cooks, etc., kerosene warehouse.	661.30
	812	.....do	Pay roll—superintendent, clerks, lunas, and laborers, renovation Chinatown.	401.25
	813	.....do	Pay roll—guards, harbor, Pali, Makapuu, and city.	2,216.50
	814	Ed Towse.....	Bill—services as assistant superintendent, Chinatown, 4 days in December, 1899.	19.35
	815	Dr. Robt. Meyers.....	Bill—services as medical officer at the drill shed camp, 12 days in January, 1900.	67.75
Apr. 5	913	Finance committee, board of health.	Pay roll—inspector, watchmen, and laborers, for disinfection and fumigation, Chinatown.	352.75
	914	James A. Hopper.....	Bill—stencil plates for Kalihi detention camp, railroad freight paid on rice supplied to Kalihi detention camp.	17.50
	915	Pearson Potter Co.....	Bill—1 box carbon paper for typewriter, finance committee, board of health.	6.00
	916	E. G. Munson.....	Bill—typewriting in duplicate, report of sanitary committee.	3.00
	917	L. B. Kerr & Co	Bill—12 pair of blankets	84.00
	918	Ho See.....	Bill—8 brooms for detention camp.....	2.50
	919	Dairymen's Association.	Bill—milk furnished board of health office, battery camp drill shed, pesthouse, Queen Hotel cottage, inspectors' headquarters, Robertson camp, and Kalihi detention camp.	222.82
	920	Ah Chew Bros.....	Bill—assorted vegetables, fish, hens' eggs, etc....	408.60
	921	Hobron Drug Co.....	Bill—medicines and medical supplies, etc.....	29.50
	922	Abraham Kekai.....	Bill—hack hire	4.75
	923	C. B. Ripley.....	Bill—special work examining and preparing a report of sanitary committee.	50.00
	924	F. B. Edwards	Bill—professional work examining Chinatown and preparing a report of sanitary committee.	50.00
	925	Geo. R. Carter	Bill—special work examining Chinatown and preparing a report of sanitary committee.	50.00
	926	Gonsalve & Co.....	Bill—1 case olive oil, Kalihi detention camp.....	15.00
	927	M. W. McChesney & Sons.	Bill—China tea, soap, coffee, rose milk, salmon, etc., furnished Kawaiahao Church camp and Kalihi detention camp.	420.20
	928	James H. Thomas	Bill—special services rendered for month of January, 1900, in cleaning the town, privy vaults, etc., and attending to other sanitary matters in the town of Walluku and Kahului Maui.	26.00
	929	First American Bank of Hawaii for C. H. Brown.	Bill—stovepipes and elbows and 1 1/4-inch canopy for fumigating house, Coconut Island.	7.00
	930	Hilo Tribune Publishing Co.	Bill—advertising "Letter to the people and temporary quarantine regulations."	25.50
	931	.....do	Bill—advertising "Regulations concerning quarantine and regulations covering quarantine."	40.00
	932	First American Bank of Hawaii for Hawaii Herald Publishing Co.	Bill—advertising "Letter to the people of Hawaii, Hawaiian edition."	12.00

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Apr. 5	933	First American Bank of Hawaii for Hawaii Herald Publishing Co.	Bill—15 circulars on quarantine, 12 books on garbage, 300 copies slips "Regulations quarantine," in English, Hawaiian, and Portuguese.	\$22.50
	934	.....do.....	Bill—advertising Honolulu quarantine regulations, quarantine regulations in reappointment of L. A. Andrews as special agent, and revoking regulations.	90.00
	935	Hop Kee.....	Bill—tea and meals (prisoners in guardhouse)....	39.00
	936	Iwakami & Co.....	Bill—pants, shoes, shirts, hats, hosiery, kimonos, Japanese slippers, and takuwan.	45.00
	937	Kwong Sing Wo Co.....	Bill—1 case Eagle milk	2.00
	938	Coyne Mehrtens Furniture Co., Limited.	Bill—1 refrigerator and meat safe (pesthous)....	15.00
	939	S. Kimura	Bill—tubs shoyu, tubs mume, cases fukujin, cases iriko, bales imogara, tubs rakkyo, tubs miso, cases kirikumbo, kagon, packages chop sticks, beans, tooth brushes, and powder, rice bowls, etc.	37.00
	940	Chong Kee & Co.....	Bill—Dish pans, tin pans, and dippers.....	7.00
	941	New England Bakery ..	Bill—coffee, tea, and bread and refreshments....	3.00
	942	Fred L. Leslie for Ah Sow.	Bill—7 loads straw bedding for Kalihi detention camp, Medical Department.	14.00
	943	Abraham Kekai.....	Bill—use of hack and horse night and day	17.00
	944	Ke Aloha Aina	Bill—printing and advertising regulation notices, of sanitation, rat poisoning, and dispensary.	12.00
	945	Jen Sao.....	Bill—Interpreting in Chinese for investigating committee.	14.00
	946	Japanese Hack Co.....	Bill—hack hire	1.00
	947	Wo Lee.....	Bill—washing and ironing sundry clothing	1.00
	948	Harnng Lung Kee	Bill—nut oil, salt fish, bamboo shoots, salt cabbage, vermicelli, shrimps, rice pans, tin covers, and salt eggs.	1,024.00
	949	H. L. Kerr & Co.....	Bill—commission on 76½ days' labor building pesthouse at Kakaako.	2.00
	950	W. L. Moore, M. D.....	Bill—post-mortem examination on Mrs. Serrao at Hilo, Hawaii.	25.00
	951	Dr. W. L. Moore	Bill—post-mortem examination on Ka Fee at Hilo, Hawaii.	25.00
	952	Dr. W. J. Balbraith.....	Bill—professional services as quarantine physician at the Hawaiian Hotel, 16 days.	16.00
	953	J. D. McVeigh.....	Bill—services as superintendent Kalihi detention camp for month of March.	100.00
	954	J. E. Davis.....	Bill—services as stenographer for month of March.	15.00
	955	Ed. Towse.....	Bill—services as chief of paid inspectors, month of March.	15.00
	956	Dr. J. S. B. Pratt.....	Bill—services as city sanitary officer to enforce sanitary regulations concerning buildings.	124.00
	957	Dr. W. Hoffmann	Bill—services at plague hospital, laboratorium, and morgue for month of March.	74.00
	958	Dr. F. A. Bowman.....	Bill—services as medical superintendent at the kerosene warehouse camp and hospital for month March.	250.00
	959	Dr. G. W. Jobe.....	Bill—service as call physician for March	25.00
	960	Dr. C. A. Davis.....	.....do.....	25.00
	961	Dr. Chas. A. Peterson ..	.....do.....	3.00
	962	Dr. C. E. Camp .....	.....do.....	177.00
	963	Finance committee, board of health.	Pay roll—clerks	21.00
	964	.....do.....	Pay roll—superintendent, commissary and paymaster, cooks and assistants, nurses, etc., kerosene oil warehouse.	153.00
	965	.....do.....	Pay roll—stevedores, P. M. S. S. wharf	70.00
	966	.....do.....	Pay roll—lunas and laborers, removing garbage, etc.	251.00
	967	.....do.....	Pay roll—nurses and morgue and excavator tenders, pest hospital and morgue.	379.00
	968	.....do.....	Pay roll—night clerk, messenger, guards, etc., board of health office.	214.00
	969	.....do.....	Pay roll—chief commissary, at battery camp.....	15.00
	970	.....do.....	Pay roll—clerks, finance committee, board of health.	350.00
	971	.....do.....	Pay roll—kitchen assistants and ambulance men, board of health office.	30.00
	972	.....do.....	Pay roll—keeper and ditch tender, etc., kerosene warehouse camp.	48.00
	973	.....do.....	Pay roll—foreman and laborers, crematory.....	34.00
	974	.....do.....	Pay roll—superintendent, clerk, luna, and laborers (cleaning up Chinatown).	271.00
	975	.....do.....	Pay roll—inspectors (42), city inspection.....	2,015.00
	976	.....do.....	Pay roll—carpenters pesthouse, Kakaako convalescent hospital.	140.00
	977	.....do.....	Pay roll—stevedores, P. M. S. S. wharf.....	155.00

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. r. 5	978	Finance committee, board of health.	Pay roll—laborers, etc., disinfection and fumiga- tion.	\$230.00
	979	.....do	Pay roll—guards, city, Pali, harbor, Makapuu, and Halawa.	1,560.00
	980	.....do	Pay roll—captain, guards, cooks, carpenters, nurses, engineer, and messenger, Kalihi deten- tion camp.	2,859.75
	988	E. R. Hendry.	Bill—services as private secretary to president board of health.	200.00
	989	Robt. P. Myers	Bill—services as medical officer, drill shed camp and at the government dispensary, for Feb- ruary.	175.00
	990	Dr. Henry W. Howard ..	Bill—services as call physician in December.....	43.55
	991	.....do	Bill—services as call physician and medical superintendent for Kalihi detention camp for January.	225.00
	992	.....do	Bill—services as medical superintendent for Ka- lihi detention camp for February.	225.00
	993	.....do	Bill—services as medical superintendent for Ka- lihi detention camp for March.	400.00
	996	Finance committee, board of health.	Pay roll—luna, excavator, rubbish, and scow tenders.	1,014.00
	997	.....do	Pay roll—cooks and laborers, Kalihi detention camp.	31.00
	998	Dr. C. L. Garvin	Bill—services as assistant physician at Kalihi de- tention camp; also as a medical superintendent at Kahului, Maui, for February.	280.00
	999	.....do	Bill—services as medical superintendent at Ka- hului, Maui, for March.	310.00
	1000	Dr. A. N. Sinclair	Bill—services inspecting people at Kawaiahao church camp, for January.	90.00
	1001	W. B. Conson	Bill—services as sanitary engineer for March	33.00
	1002	Finance committee, board of health, for J. J. Williams.	Bill—photographing condemned buildings as per direction of appraisers by order of presi- dent board of health, and also copying and en- larging map of burnt district, etc.	1,202.00
	1003	John Andre express	Bill—delivering food, one-half day.....	5.00
	1004	Thomas Morrissey	Bill—hack hire	16.00
	1005	Ng Fook .....	.....do	4.00
	1006	A. Gomes express	Bill—use of express wagon, delivering rat poi- son at Kalihi.	3.00
	1007	Frank Innis	Bill—hack hire	4.00
	1008	R. W. Aylett .....	.....do .....	.50
	1009	J. Kanihomanole .....	.....do	1.00
	1010	Manl. Martin .....	.....do	7.25
	1011	Robt. Silva .....	.....do	2.25
	1012	Joe Kuni .....	.....do	15.50
	1013	M. Gomes express	Bill—hire of wagon, horse, and harness, and also express hire delivering rat poison to various places.	91.50
	1014	A. J. Gonsalves	Bill—hack hire	17.50
	1015	Joe Silva .....	.....do	15.75
	1016	Chong Kee & Co.	Bill—basins, small pans, rope, nails, and galva- nized buckets.	39.55
	1017	L. Ah Leong	Bill—pearl oil	14.40
	1018	Asada & Co.	Bill—kimonos, sweaters, tubs rankis, tubs shoyu, etc., for pesthouse, Kalihi detention camp and Battery camp.	484.25
	1019	Alex. Lazarus	Bill—hack hire .....	.75
	1020	City Carriage Co .....	.....do	4.00
	1021	J. Andre express	Bill—3 days delivering food in Chinatown	27.50
	1022	Manl. Martins	Bill—hack hire	1.00
	1023	Manl. Costa	Bill—hack hire, officers N. G. H.	21.50
	1024	Joe Rosa	Bill—hack hire	4.50
	1025	E. Dunbar .....	.....do	2.50
	1026	Manl. Mike .....	.....do	1.00
	1027	G. A. Long .....	.....do	3.50
	1028	Manl. Reis .....	.....do	5.50
	1029	Club stables	Bill—hire of saddle horse	2.50
	1030	A. J. Gonsalves	Bill—hack hire	4.50
	1031	M. Gomes express	Bill—cartage	1.00
	1032	Manl. Silva	Bill—hack hire	1.00
	1033	Fashion Stables Co .....	.....do	2.50
	1034	Manl. Perry .....	.....do	1.25
	1035	Ah Chew Bros.	Bill—potatoes, cabbage, limes, eggs, and assorted vegetables.	17.95
	1036	Home Bakery and Café.	Bill—meal checks	11.35
	1037	Hollister Drug Co	Bill—medicines and medical supplies	9.75
	1038	W. C. Peacock & Co.	Bill—club whisky, bitters, A B C beer.....	32.75
	1039	Hustace & Co.	Bill—cartage, lumber	6.00
	1040	Club Stables	Bill—hack hire	1.00
	1041	Hong Kee	Bill—rice and cartage of same	28.50

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Am.
1900. Apr. 5	1042	H. Hackfeld & Co.....	Bill—limes, for Hilo quarantine.....	
	1043	Volcano Stables and Transportation Co.	Bill—sundry hack hire, Hilo quarantine.....	
	1044	Robertson & Wilder....	Bill—professional services in connection with the appraising of property destroyed by board of health fires, Jan. 1 to Mar. 21.	
	1045	Jno. Onderkirk.....	Bill—expert services surveying and appraising buildings condemned by board of health from Jan. 1 to Mar. 20.	
	1046	C. B. Ripley.....	do.....	
	1047	F. J. Wilhelm.....	do.....	
	1048	Finance committee, board of health.	Pay roll—guards and cooks, Kalihi camp	
	1049	.....do.....	Pay roll—fumigators, cooks and laborers, Kal- ihi and battery camps.	
	1050	Dairymen's Association.	Bill—26½ quarts milk	
	1051	German Bakery	Bill—550 loaves bread	
	1052	Finance committee, board of health, for James Leonard.	Bill—repairs to fumigating sprayer.....	
	1053	Hawaiian Hotel Co.....	Bill—sundry meals for city sanitary committee and officers N. G. H.	
	1054	Hawaiian-Chinese News Co.	Bill—advertising sundry advertisements con- cerning plague.	
	1055	Hop Kee.....	Bill—meals	
	1056	Ho Yuen Kee Co	Bill—buckets, lanterns, pans, cups, dippers, and spoons.	
	1057	Honolulu Iron Works Co.	Bill—material and labor for erecting crematory on Quarantine Island, including drayage and hack hire to and from.	
	1058	Gehring & Butzke.....	Bill—piping and fittings, labor, etc.....	
	1059	Arthur Harrison	Bill—labor and material making office partitions in old Masonic Hall.	
	1060	Ed Towse	Bill—cash advanced hack hire for an ailing Jap- anese woman, to Kalihi, time books, and axes.	
	1061	Honolulu Stockyards Co., Limited.	Bill—board of horse	
	1062	Ah Chew Bros.....	Bill—potatoes, fruits, fish, salt duck eggs, shrimps, hen eggs, and assorted vegetables.	
	1063	Club Stables Co	Bill—hack hire (board of health, sanitary com- mittee, call physicians, and agents).	
	1064	N. S. Sachs Dry Goods Co., Limited.	Bill—towels, sheets, pillow slips, napkins, blank- ets, pillow cases, sheeting, casing, mosquito nets, table covers, bedspreads, cheese cloth, jerseys, etc. (Kalihi detention camp and vari- ous other places).	
	1065	Manl. Silva.....	Bill—hack hire	
	1066	Criterion Saloon.....	Bill—4 5-gallon kegs beer.....	
	1067	Wing Wo Tai Co.....	Bill—cartage on salt eggs, nut oil, fish and cab- bage to Kalihi detention camp.	
	1068	Honolulu Planing Mill.	Bill—hardwood rope stretchers, bent fixtures and stakes, and police clubs.	
	1069	Kwong Sing Loy	Bill—undershirts, chemises, and denim pants....	
	1070	L. Ah Leong	Bill—2 boxes cigars.....	
	1071	Wing Loy Co	Bill—pants, jumpers, and suits of clothes	
	1072	Honolulu Tobacco Co ..	Bill—cigars, tobacco.....	
	1073	Yoshimoto	Bill—hack hire	
	1074	Sam Wo Co.....	Bill—cakes.....	
	1075	Yau Lee	Bill—padlocks, bread, candles, thread and nee- dles, combs, playing cards, kerosene oil, smok- ing and chewing tobacco, matches, and ciga- rette paper.	
	1076	J. Andre, express.....	Bill—express hire Waiakamilo camp, Kawaiajao Church, drill shed, and delivering food night and day.	
	1077	J. R. Mills	Bill—eggs, oranges, lemons, apples, prunes, and potatoes.	
	1078	D. G. Camarinos.....	Bill—eggs, onions, vegetables, and cabbage.....	
	1079	Chiong Ho.....	Bill—5 kegs poi	
	1080	K. Tanaka.....	Bill—30 pieces bamboo.....	
	1081	Bishop & Co., for Wing On Tai Co.	Bill—Chinese rice.....	
	1082	Bishop & Co., for Wong Leong.	.....do.....	
	1083	Chi Poy.....	Bill—hack hire	
	1084	Tasaka.....	do.....	
	1085	Albert Tewel	do.....	
	1086	H. Hamano.....	Bill—80 dozen slippers to Kalihi detention camp.	
	1087	Gomes Express	Bill—cartage to Kalihi detention camp	
	1088	Hawaiian Star News Association.	Bill—sundry printing and advertising (general).	
	1089	Gonsalves & Co.....	Bill—olive oil Kalihi detention camp	

EXPENSES BUBONIC PLAGUE—Continued.

ate.	No.	Name, etc.	Nature of payment.	Amount.
900. r. 5	1090	Manl Costa	Bill—bounty on 176 dead rats.....	\$26.40
	1091	Trustees Bishop estate..	Bill—27 cords firewood.....	243.00
	1092	McCandless Bros	Bill—drilling 12-inch artesian well at Kalihi detention camp, as per contract.	3,500.00
	1093	Allen & Robinson	Bill—14,032 feet N. W. lumber, and freight to Kalihi detention camp (outhouses).	333.96
	1094	Honolulu Street Sprinkling Co.	Bill—use of 2 horses as per agreement, and sale of same to the board of health.	484.00
	1095	I. I. S. Navigation Co...	Bill—services of steamer Kaena, lightering, and special trip to Kahului and return with Drs. Wood and Garvin.	2,031.50
	1096	E. Fickett	Bill—fencing Weaver lot, old board of health building lot, corner Nuuanu and Kukui streets, and at King street near Waikiki bend.	544.60
	1097	J. D. McVeigh.....	Bill—4 dozen eggs and 3 steel figures.....	2.75
	1098	New England and Candy Co.	Bill—100 loaves bread for people in quarantine on South street.	5.00
	1099	Makaainana Printing House.	Bill—advertising, etc	20.38
	1100	H. F. Bertlemann	Bill—door frames, window frames, sash, blinds, weights, ventilators, lead, and round molding, kerosene warehouse.	46.75
	1101	First American Bank of Hawaii, for C. H. Brown.	Bill—supplies furnished to fumigating house for doctors' use in quarantine work, enameled bath tubs, sewer pipes, faucets, lead pipes, copper shower heads, and pipe fitting and labor.	81.64
	1102	Wing On Tai Co.....	Bill—freight paid on rice shipped to Kalihi detention camp.	4.23
	1103	Yoshimoto	Bill—hack hire .....	.50
	1104	American Stables	Bill—hire wagon, surrey, and carriages for investigating committee.	21.00
	1105	United Carriage Co.....	Bill—hack hire for call physicians, agents, sanitary committees, inspectors, etc.	870.25
	1106	Yee Hop.....	Bill—vegetables, fruits, and eggs	4.70
	1107	Kong Hop Kee	Bill—vegetables, fruits, eggs, bananas, taro, sweet potatoes, etc.	329.60
	1108	S. J. Salter.....	Bill—butter, eggs, extracts, cigarettes, chocolate, sugar, tobacco, cigars, matches, ropes, hams, coffee, salt salmon, soap, flour, and milk, tea, bread, etc.	119.16
10	1109	Hilo Mercantile Co.....	Bill—hasp and staples, gate hooks, padlocks, and machine bolts furnished for pesthouse on Puna road.	2.65
	1110	.....do	Bill—materials, etc., furnished to A. G. Serrao's house in quarantine, wire netting, tacks, pitchforks, rice, white sugar, galvanized sprinkler, and buckets.	15.20
	1111	Theo. H. Davies & Co ..	Bill—19 barrels cement for use of pesthouse, Hilo, Hawaii.	95.00
	1112	W. H. Shipman.....	Bill—beef furnished to families held in quarantine at Hilo, Hawaii.	9.25
	1113	Central Meat Market...	Bill—supplies furnished to A. G. Serrao while in quarantine—beef, sausages, bread, buns, and ice, Hilo, Hawaii.	6.55
	1114	Hilo Bakery	Bill—150 loaves bread for poisoning rats, Hilo, Hawaii.	7.50
	1115	L. Turner	Bill—telescope case, gloves, soap, tobacco, and sundry groceries, Hilo, Hawaii.	14.70
	1116	Hawaii Herald Publishing Co.	Bill—advertising health notices, Hilo, Hawaii ...	3.75
	1117	Hilo Tribune Publishing Co.	Bill—advertising prohibiting the construction of buildings over swamps, etc., Hilo, Hawaii.	3.40
	1118	.....do	Bill—advertising call for volunteers and printing 500 dodgers, Hilo, Hawaii.	15.50
	1119	Potemkin & Helbush...	Bill—4 pair shoes for men to wear on going to Serrao's house, Hilo, Hawaii.	8.75
	1120	J. C. Morgado	Bill—bolts and springs for door of pesthouse, Puna road, Hawaii.	2.50
	1121	Mana Stables.....	Bill—hauling lumber from an old house on Bridge street for fence around pesthouse on Puna road, Hilo, Hawaii.	3.00
	1122	Hilo Shinbum	Bill—printing board of health regulations in Japanese.	2.00
	1123	Wing Chan Tai Kee	Bill—6 yards yellow cloth for Quarantine Island, Hilo.	.50
	1124	Hilo Drug Co.....	Bill—medicines and medical supplies furnished, Hilo.	68.15
	1125	F. C. Le Blond	Bill—supplies furnished A. G. Serrao and family while in quarantine—boys' shirts, hosiery, underwear, hats, sweaters, men's undershirts and drawers and oil coat, Hilo, Hawaii.	17.60

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.
1900. Apr. 10	1126	E. N. Holmes	Bill—wire cots, chairs, wire cot mattresses, blankets, stove and pipe and cooking utensils, crockery ware, provisions, soap, pillows and pillow slips, sheets, lamps, coal oil, brooms, buckets, sweet potatoes, butter, towels, ladies' shoes, underwear, etc. (Hilo).
	1127	H. B. Ames	Bill—hack hire
	1128	Thomas Morrissey	Bill—use of hack day and night
	1129	Macfarlane & Co	Bill—10 barrel Schlitz beer and 1 gallon demi-john.
	1130	People's Express Co	Bill—sundry cartings—kerosene detention camp, pesthouse, Kalihi detention camp, etc., general sanitary and relief, etc.
	1131	Fashion Stables Co	Bill—hire of team and wagonette, saddle horses and feeding horses, hack hire for call physicians, agents, etc.
	1132	American Stables	Bill—hire of wagonettes, saddle horses, and buggies, etc.
	1133	E. Peck & Co	Bill—dray hire and hauling, kerosene warehouse, pesthouse, etc.
	1134	W. C. Peacock & Co	Bill—whisky, beer, brandy, shaker, cigars, hiram, water, gin, wine, sauerbraunnen, and rum.
	1135	Bishop & Co., for Pawaa Rice Mill.	Bill—105 bags rice
	1136	Theo. H. Davies & Co...	Bill—salmon, sugar, knives and forks, spoons, tin plates, lot of agate ware, blankets, bedspreads, lanterns, tapes, cup hooks, saws, saw files, scissors, hammers, squares, clothespins, cuspidors, bedsteads, buckets, cooking utensils, codfish, butter, cash box, large bowls, men's clothing, sundry canned fruits, toothbrushes, curtains, lot of hardware, lot of stationery, mosquito netting, chopsticks, carpenter's tools, hose, salt pork, soda crackers, matches, vinegar, white gloves, and rice, etc.
	1137	Dr. John Weddick	Bill—medical services in regard to cases of bubonic plague for February at Kahului, Maui
	1138	.....do	Bill—medical services in regard to cases of bubonic plague at Kahului, Maui, for March.
	1139	Claire De Cew	Bill—copying, plumbing, and drainage, board of health, San Francisco.
	1140	H. C. Morton	Bill—7 days' work, in charge of board of health freight department.
	1141	Finance committee, board of health.	Pay roll—clerks, janitor, inspectors, guards, etc., citizens' sanitary committee.
	1142	.....do	Pay roll—teamsters, labor on water carts sprinkling streets with solution of sulphuric acid
	1143	.....do	Pay roll—guards at foot of mountain at Kahakuloa and at Lahaina, Maui, to prevent the spread of bubonic plague.
	1144	.....do	Pay roll—excavator tender (removing garbage)
14	1150	Theo. H. Davies & Co...	Bill—sundry pieces duck, Champion and boys' axes, limes, mattresses, pillows, mosquito netting, blankets, glass cloth, underwear, shirts, jumpers, pants, towels, soap, sheeting, cotton, iron bedsteads, hardware, tools and implements, toilet sets and stands, sundry crockery ware, knives, forks, and spoons, wash tubs, ice chests, Japanese matting, lanterns, shoes, galvanized buckets, handkerchiefs, shaving cups, tacks, canvas leggings, table fruits, hairbrushes, rubber sheeting, W. W. brushes, wheelbarrows, mirrors, clocks, sugar, coffee, kerosene oil, salmon, hawn salt, salt pork, and sundry groceries, whisky, salt beef, rice, ladies' clothing, etc.
	1151	H. F. Wichman	Bill—silver-plated lining for baptismal fountain for Kawaihau Church (original being stolen).
	1152	Estate of B. P. Bishop...	Bill—568 loads of coral to Puuhale, Kalihi detention camp.
	1153	Trustees under will of B. P. Bishop.	Bill—12 months' rent of detention camp for whites at Kapalama to Feb. 1, 1901.
	1154	M. McNerny	Bill—1 straw hat, tie, and 2 pairs hose
	1155	Thos. G. Thrum	Bill—lot of stationery
	1156	Thos. Hollinger	Bill—shoeing horses for officers, board of health
	1157	Honolulu Drug Co	Bill—2 dozen fumigators
	1158	D. O. & M. S. Hammon ..	Bill—harness fittings, etc
	1159	Oceanic Gas and Electric Co.	Bill—electrical supplies, etc
	1160	M. Phillips & Co	Bill—16½ dozen crash hats and 3½ dozen white duck pants.
	1161	Lovejoy & Co	Bill—2 M. T. wine casks

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Apr. 14	1162	Kwong Yuen Hing Co.	Bill—6 rolls matting	\$54.00
	1163	Honolulu Bicycle Co.	Bill—3 weeks' rental of bicycle.....	9.00
	1164	Manufacturers' Shoe Co.	Bill—boots and ladies' shoes (drill shed), ladies' storm rubbers (pesthouse), rubber shoes and shoes (Kalihi detention camp).	433.14
	1165	Yet Sam & Co.	Bill—50 dozen hen eggs.....	29.80
	1166	Oceanic Gas and Electric Co.	Bill—batteries, bells, office wire, push buttons, and staples.	10.40
	1167	Albert Tewel.	Bill—hack hire .....	.75
	1168	M. C. Amana.	Bill—2 hours' interpreting.....	2.00
	1169	Golden Rule Bazaar.	Bill—1 scrapbook	1.50
	1170	John Rosa.	Bill—hack hire	3.75
	1171	J. E. Harub.	do.....	12.25
	1172	L. F. Prescott.	Bill—machine needles.....	7.00
	1173	Thos. Hollinger.	Bill—shoeing horses	35.00
	1174	Chas. H. Carter.	Bill—painting and lettering signboards.....	7.50
	1175	R. W. Davis.	Bill—hack hire .....	.50
	1176	J. J. Souza.	Bill—1 tin pearl oil	1.50
	1177	Arlington Express Co.	Bill—delivering machines, etc., to drill shed	2.00
	1178	P. K. Ah & Co.	Bill—21 pounds mullet	4.20
	1179	Chas. J. Fishel.	Bill—9 dozen assorted linen napkins	20.25
	1180	John H. Wilson.	Bill—labor supplied	56.65
	1181	C. K. Al.	Bill—3 cords algeroba wood	48.00
	1182	Kaka & Co.	Bill—24 pounds mullet.....	4.80
	1183	Hawaiian Tramways Co.	Bill—bus hire for 32 trips	56.00
	1184	Chas. Hiram.	Bill—hack hire .....	.50
	1185	Wm. Wagoner.	Bill—putting partition in sanitary committee room; doors, rimlocks, deadlocks, nails, moldings, hooks, shelf, T. G. N. W. lumber and labor.	25.35
	1186	Ah Wai.	Bill—hack hire with patient to Kalihi	3.00
	1187	F. J. Kruger.	Bill—appraising on watches and jewelry, contents H. Iwamotos's safe.	10.00
	1188	S. Kojima.	Bill—slippers, rice bowls, teacups, wooden bowls, chopsticks, shoya, takawan, Japanese sauce, Japan tea, dried fish, Japanese cooking rice, and sandals.	439.39
	1189	H. Hackfeld & Co.	Bill—sauerbrunnen, B. H. office; blue and green woolen blankets, kerosene warehouse; and Halawaguards; frying pans and saucepans, and 1 case sauerbrunnen, quartermaster's department; blankets, Halawa camp; pick and handles, shovels, nails, ant poison, rice, milk, sausages, and sundry groceries and provisions, stationery, Makapuu camp; groceries and provisions, Kalihi detention camp; coffee, brooms, saucepans (assorted), hatchets, galvanized tubs, Battery camp; overalls, case sauerbrunnen, assorted jams, crockery ware, cooking utensils, Kalihi detention station; hardware, etc., board of health office; cigars and colored bowls, Makapuu camp; express, hire of lanterns, blankets, sauerbrunnen to Kalihi detention camp; towels, men's socks, cotton blankets, galvanized buckets and tubs, cartage, etc., Kawalahao Church camp; matches, salmon, rice, etc., kerosene warehouse camp; clothing, matting, Makapuu camp; towels and sundry groceries, kerosene warehouse; groceries and provisions, clothing, hardware, and implements, crockery ware, etc., Kalihi detention camp.	6,708.87
	1190	W. W. Dimond & Co.	Bill—crockery and cooking utensils for Kalihi detention camp; kitchen headquarters for battery camp; for pest-house laborer's camp, and kerosene warehouse camp, fumigation and disinfection.	939.78
	1191	W. W. Wright.	Bill—3 irons for butcher shop, 1 pair bumpers and 4 straps for wagon, repairing jack clips and nuts.	5.00
	1192	Hoomalule.	Bill—boat hire	7.50
	1193	Dr. J. J. Grace.	Bill—salary and expenses, month of February, as physician, authorized by board of health, Hilo, Hawaii.	70.50
	1194	D. G. Camarinos.	Bill—fruits, vegetables, poultry, groceries, and provisions for drill-shed camp.	259.48
	1195	Metropolitan Meat Co.	Bill—beef, sundry meats, vegetables, supplied Japanese camp, pest house annex, board of health office, distributing wagon, drill shed, battery camp, and Kalihi detention camp.	12,877.77
	1196	E. O. Hall & Son.	Bill—rope, lanterns, butcher knives, galvanized buckets, shovels, hammers, brushes, nails, cocoa matting, push brooms, and sundry hardware, tools, and implements.	1,499.07

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Am. P.
1900. Apr. 14	1197	Consolidated Soda Water Works Co.	Bill—10 dozen soda, 2 dozen cream soda, 4 dozen ginger ale, 4 dozen root beer, etc.	8
	1198	Whitney & Marsh.....	Bill—11 dozen towels.....	1
	1199	Holliste Drug Co.....	Bill—50 pounds sulphur flour and $\frac{1}{2}$ gallon methyl spirits.	1
	1200	H. F. Bertlemann for Union Express Co.	Bill—1 dray load trestles to kerosene warehouse; also 1 load blocking and 1 frame window.	
	1201	H. F. Wichmann.....	Bill—1 alarm clock.....	
	1202	J. Hopp & Co.....	Bill—10 yards creton, single moss mattresses, floss pillows, oak tables, cane-seat chairs, and express hire.	
	1203	Ah Chong..	Bill—200 pounds fresh fish.....	2
	1204	Makaainana Printing House.	Bill—advertising notices about bills for barrack detention camp.	
	1205	Union Feed Co.....	Bill—hay and grain.....	1
	1206	Hawaiian Hardware Co.	Bill—picks and handles, shovels, wheelbarrows, stone hammers and handles, crowbars, hinges, cane knives, agate buckets, rubber hose, and sundry hardware, tools, and implements.	1
	1207	Union Express Co.....	Bill—use of wagon, delivering mattresses to Kakaako, lime to Waikiki, blankets to Kakaako and government building, drayage to Kalihi, hauling piping, merchandise, lumber, tents, etc., to Kalihi detention camp, groceries and provisions to Kakaako, disinfectant to infected districts, hauling people and effects from the burned district to the various detention camps.	1. 00
	1208			
20	1209	M. Gomes express.....	Bill—drayage and hauling people to various camps, etc.	
	1210	Chas. Wilcox, secretary.	Pay roll—inspector, 9 days.....	7
	1211	.....do.....	Pay roll—night clerks, messengers, cooks, guards, etc. (board of health office staff).	2
	1212	.....do.....	Pay roll—rubbish, luna, and excavator tender (removing rubbish).	
	1215	.....do.....	Pay roll—inspectors, special inspectors, Kalihi Captrin, and pass guards, etc. (city inspection).	1. 00
	1216	Sang Yuen Kee.....	Bill—cold chisels, picks, axes, and claw hammers.	
		People's Ice Refrigerating Co.	Bill—ice for Kaumakapili Church, pesthouse, Karo warehouse, Kakaako detention camp, city sanitary committee, Boardman residence, and guards.	6
	1217			
	1218	J. Emmeluth & Co.....	Bill—white basins, agate pans, agate platters, and agate bedpans.	7
	1219	Metropolitan Meat Co..	Bill—150 pounds beef, 60 pounds vegetables, and 3 gallons milk.	1
	1220	Frank Innis.....	Bill—hack hire furnished board of health agents and physicians.	3
	1221		do.....	
	1222	Robt. H. Silvs.....	do.....	
	1223	Manl. Martin.....	do.....	
		Joseph Kuni.....	Bill—hack hire.....	
	1224	R. W. Aylett.....	Bill—hack hire for physicians and board of health agents.	1
	1225		do.....	
	1226	A. J. Gonsalves.....	do.....	
	1227	Hotel hack stand.....	Bill—hack hire.....	1
		Kanihomauole.....	do.....	
	1228	Joe Silva.....	Bill—hack hire furnished physicians and board of health agents.	4
		City Carriage Co.....	do.....	
	1229	Wilder & Co.....	Bill—N. W. lumber, R. W. lumber, mill work, nails, etc.	1
	1230	Lewers & Cooke, for City Mill Co.	Bill—N. W. lumber and freight prepaid.....	
	1231	James Carty, American Livery Stables.	Bill—1 mule, 1 cart, and 1 set harness.....	
	1232	Finance committee, for John Antone.	Bill—64 $\frac{1}{2}$ dozen eggs for board of health restaurant.	2
	1233	Pacific Cycle and Manufacturing Co.	Bill—labor, putting on nickel plating on parts of fire engine No. 1, material and electric power furnished.	1
	1234	O. Luso Publishing Co..	Bill—advertising regulations board of health, notice against trespassing and against filling lots with garbage, etc.	
	1235	W. L. Wilcox.....	Bill—poi furnished Kalihi detention camp, Kero warehouse, battery camp, Desha lane and laborers' camp during month of February.	1
	1236	Potter Furniture Co....	Bill—wire cots, straw mattresses, pillows, mosquito nets, sheeting, pillow cases, bed spreads, extension tables, oak tables, office chairs, canvas cots, matting, rope, twilling, copper rivets, screw eyes, mirrors, brackets, shades, labor overtime, etc.	1. 45

EXPENSES BUBONIC PLAGUE—Continued.

No.	No.	Name, etc.	Nature of payment.	Amount.
20	1237	Union Feed Co	Bill—hay and grain	\$241.64
	1238	Finance committee, board of health.	Pay roll—assistant sergeant, 6 days (general commissary).	6.00
	1239	.....do	Pay roll—assistant sergeant, 19 days (general commissary).	19.00
	1240	.....do	Pay roll—assistant sergeant, 10 days (general commissary).	10.00
	1241	.....do	Pay roll—captain, guards, superintendent and staff, carpenters, cooks, stewards, and laborers, Kahului, Maui.	1,245.75
	1242	I. N. Hayden	Bill—verbal contract in fitting up dispensary at fumigating station, drill shed, and removing same from Likelike street.	32.00
	1243	Chas. L. Beal	Bill—services as accountant to finance committee, board of health, for month of February.	200.00
	1244	.....do	Bill—services as accountant to finance committee, board of health, for month of March.	200.00
	1245	Hawaiian Trust and Investment Co.	Bill—rent of rooms to finance committee, board of health, including safe-deposit box and lights for February.	60.00
	1246	.....do	Bill—rent of rooms to finance committee, board of health, including safe-deposit box and lights for March.	60.00
	1247	Finance committee, board of health, for Wong Pau.		
	1248	Finance committee, board of health, for Wing Chong.	Bill—54 pounds salt fish	5.40
	1249	Finance committee, board of health, for A. Medeiros.	Bill—12½ dozen eggs	6.75
	1250	J. A. Barber	Bill—clipping 1 horse for ambulance.....	3.00
	1251	Pearson Potter & Co....	Bill—interpreting in case of Ethel Johnson (plague patient).	1.50
	1252	S. Kimura	Bill—revolvers, cartridges, holster, bicycle lamp, rubber foot ball, and rent of bicycle, Kalihi detention camp.	31.85
	1253	Henry Wright	Bill—Japanese food and sauce, etc	213.15
	1254	Yamato Shinbum	Bill—furnishing 4 bolts to garbage scow.....	2.00
	1255	K. Ishoshimo.....	Bill—advertising notice of trespassing on infected places; also sanitary regulations and printing 500 circulars.	68.80
	1256	Lee Kee	Bill—4 dozen cotton crape pajamas	40.00
	1257	Kwong See Wo.....	Bill—2 dozen overalls.....	21.60
	1258	J. A. Hopper	Bill—meals furnished Queen Hotel.....	1.92
	1259	Mercantile Printing Co.	Bill—rice furnished Kalihi detention camp, Battery camp, and making 10,000 rat-poison blocks furnished city sanitary committee, N. W. T. & G. lumber and planing same to Kalihi detention camp.	5,038.68
	1260	Enterprise Dairy	Bill—advertising and printing, furnished Kalihi detention camp and finance committee board of health.	116.75
	1261	T. H. Davies & Co.....	Bill—milk, etc.....	98.90
	1262	Finance committee board of health, for C. J. Fisher.	Bill—8 pounds ¼-inch copper tacks	4.00
	1263	Union Feed Co	Bill—collecting tents, etc., and hauling 1 load of stuff from Honolulu to board of health guards camp at Pukaki Hill, etc.	7.00
	1264	Vincent & Belser.....	Bill—hay and grain and rents of warehouse for storing fumigated goods for month of January, 1900, as per agreement made by J. Humburg, of Hackfeld & Co.	127.06
	1265	Hawaiian Pork Packing Co.	Bill—labor erecting building for Chinese laborers at Kakaako, labor taking down building on Punchbowl street and sundry labor performed.	25.23
	1266	R. D. Mead	Bill—8 hogs.....	99.58
	1267	Henry Waterhouse & Co.	Bill—services as acting secretary of appraisers' committee in inspecting and reporting upon sanitary condition of condemned buildings, 4 days, and writing sanitary report on blocks 4, 5, and 15, and Aaala premises	35.00
	1268	Mrs. M. Hanna	Bill—1 flat-top oak desk, standing desk, 1 roll-top desk, and 2 stools.	117.75
	1269	German Bakery	Bill—8 yards of ribbon.....	2.40
	1270	Lewers & Cooke.....	Bill—48 loaves of bread	2.00
	1271	Wilder & Co.....	Bill—N. W. lumber, R. W. posts and lumber (kerosene warehouse), N. W. lumber, cartage and extra labor on Sunday, nails, Lane's hangers, oils and paints, corrugated iron, nails, etc.	1,214.11
			Bill—N. W. lumber, R. W. lumber, railroad freight and loading, corrugated iron, nails, galvanized T hinges, rim locks, padlocks, doors, screws, and sundry building material and fixtures for kitchen, bath house, sinks, guardhouse, etc., at camp of N. G. H., Kalihi.	764.00

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Apr. 20	1272	Wilcox & Co.....	Bill—nails, corrugated iron, butts and screws, doors and rim locks, N. W. lumber, T. & G. R. W. lumber, ridging, paints and oil, express hire, sundry building material, and labor planing and cutting.	
	1273	E. R. Hendry	Bill—services as private secretary to the president of board of health for the half month of April, 1900.	
	1274	Catton Neil & Co	Bill—washers, bolts, nuts, and sundry material labor on board of health scow, bolts, nuts, washers, and sundry material and labor on sewerage No. 2, etc.	
	1275	Hawaiian Electric Co ..	Bill—electric current and electrical supplies, fittings, and fixtures, and installing lights, and labor at Kalihi detention camp, pesthouse, Kakaako, battery camp, kerosene warehouse, citizen sanitary committee, etc.	
	1276	City Furniture Store ...	Bill—coffins, undertaking, moving plague victims from various camps to morgue and crematory.	
	1277	Henry Waterhouse & Co.	Bill—rent of 2 typewriters' desks.....	
	1278	M. Phillips & Co.....	Bill—5 dozen boys' denim pants, 20 dozen wool hats.	
	1279	A. B. Ingalls	Bill—services as overseer of disinfection and fumigation for month of March, 1900.	
	1280	Consolidated Soda Water Works Co.	Bill—19 dozen assorted soda and 1 dozen ginger ale furnished Kalihi detention camp.	
	1281	Washington Mercantile Co.	Bill—soda crackers, potatoes, saloon pilot bread etc., furnished Kalihi detention camp.	
	1282	Union Feed Co	Bill—hay and grain.....	
	1283	Benson, Smith & Co....	Bill—medicines and medical supplies furnished battery camp, board of health office, excavators, kerosene warehouse camp, plague epidemic, Kahului, Maui, etc.	
	1284	Dr. C. A. Davis	Bill—services as call physician one-half month of April, 1900.	
	1285	J. E. Davis	Bill—1 day services as stenographer for president board of health.	
	1286	Chas. Wilcox, secretary.	Pay roll—clerk, 13 days.....	
	1287	.....do	Pay roll—care taker and ditch tender, kerosene warehouse camp.	
	1288	.....do	Pay roll—laborers (disinfection and fumigation of Chinatown).	
	1289	.....do	Pay roll—nurses, cooks, morgue, and excavator tenders (plague hospital).	
	1290	.....do	Pay roll—superintendent, luna, and laborers (cleaning out Chinatown).	
	1291	.....do	Pay roll—Pali, Makapuu, harbor and town guards.	
	1292	.....do	Pay roll—captains, guards, drivers, messengers, cooks, hospital nurses, office waiters, fumigation and commissary department, Kalihi detention camp.	
25	1293	R. W. Aylett.....	Bill—hack hire for investigating committee.....	
	1294	Anthony N. Gillman ...	Bill—hack hire board of health physicians.....	
	1295	Ng Fook.....	Bill—hack hire 3 trips from Bishop School to Kakaako camp.	
	1296	Alex. Lazarus	Bill—hack hire for board of health agents.....	
	1297	Hoomalule	Bill—boat hire.....	
	1298	Kanihomaule	Bill—hack hire furnished board of health agents and physicians.	
	1299	Joe Kuni	Bill—hack hire furnished board of health agent.	
	1300	R. W. Aylett	Bill—hack hire furnished board of health agents and physicians.	
	1301	Frank Innis	do	
	1302	Manl. Martin.....	Bill—hack hire furnished board of health agent.	
	1303	Joe Silva	Bill—hack hire furnished board of health agents and physicians.	
	1304	Lum Kec.....	Bill—services appraising goods at foot of Richard street and at Iwilei, taking inventory at Fowler's yard, appraising goods at Japanese lodging house at Kakaako, and appraising goods at Vineyard street.	
	1305	Hustace & Co.....	Bill—sundry drayage and hauling rubbish, merchandise, refuse, etc., from drill shed camp, Chinatown, P. M., S. S. wharf, kerosene warehouse, drill shed, and other camps, Sundays included with overtime.	
30	1402	Henry Burrows.....	Bill—emergency work at the barracks, making brick foundation on engine bed, bricks, cement, sand, concrete, and sundry materials, labor of bricklayers, and overtime work at nights.	

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. pr. 30	1414	E. R. Hendry.....	Bill—services as private secretary for one-half month of April, 1900, to the president board of health.	\$100.00
	1415	Dr. J. R. Raymond.....	Bill—services inspection of native relief on King street, 4 days.	40.00
	1416	Chas. Wilcox, secretary..	Pay roll—carpenters (work done on drill shed camp).	25.50
	1417	.....do	Pay roll—carpenters and helpers, Wailuku, Maui.	219.00
	1418	.....do	Pay roll—assistant superintendent, stewards, cooks, teamsters, laborers, nurses, etc. (Camp Wood, Kahului, Maui).	403.50
	1419	.....do	Pay roll—cooks, stewards, laborers, etc. (Camp Wood, Kahului, Maui).	571.75
	1420	.....do	Pay roll—carpenters, laborers, etc. (Camp Wood, Kahului, Maui).	319.50
	1421	.....do	Pay roll—guards and teamsters, Kahului, Maui..	399.50
	1422	.....do	Pay roll—superintendents, nurses, guards, etc., Camp Wood, Kahului, Maui.	569.00
	1423	.....do	Pay roll—captains, lieutenants, and guards and commissary, Camp Wood, Kahului, Maui.	532.50
	1424	.....do	Pay roll—laborers drill shed, camp.....	15.00
	1425	.....do	Pay roll—town, Pali, Makapuu, and harbor guards.	546.00
	1426	.....do	Pay roll—clerks, messengers, guards, etc., board of health office.	205.00
	1427	.....do	Pay roll—Kalihi, guards and inspectors.....	118.00
	1428	.....do	Pay roll—laborers, crematory	18.00
	1429	.....do	Pay roll—keeper and laborer, Kero warehouse camp and battery camp.	122.00
	1430	Dr. C. E. Camp.....	Bill—services as assistant physician, laboratory for month of April, 1900.	250.00
	1431	Ed. Towse	Bill—services chief of sanitary inspectors for month of April, 1900.	150.00
	1432	Dr. J. S. B. Pratt.....	Bill—salary as sanitary officer, month of April, 1900.	175.00
	1433	Dr. G. W. Jobe	Bill—services as call physician for one-half month of April, 1900.	125.00
	1434	J. D. McVeigh	Bill—services as superintendent Kalihi detention camp one-half month April, 1900.	50.00
	1435	Dr. H. W. Howard	Bill—services as medical superintendent Kalihi detention camp one-half month of April, 1900.	200.00
	1436	Chas. Wilcox, secretary..	Pay roll—guards, laborers, superintendent, etc., Kalihi detention camp.	162.50
	1437	.....do	Pay roll—inspectors, etc. (city inspection)	1,273.50
May 5	1445	Hawaiian Trust and Investment Company.	Bill—rent of offices occupied by finance committee board of health for month of April, 1900.	60.00
	1446	W. D. Cull	Bill—services as clerk for finance committee board of health 21 days for April.	84.00
	1447	Dr. W. Hoffman.....	Bill—services as bacteriologist at laboratory, morgue, and plague hospital month of April, 1900.	700.00
	1448	A. M. Brown	Bill—cash advanced for hack and boat hire.....	54.75
	1449	W. Aylott	Bill—7 days' hack hire for investigation committee.	56.00
	1450	Ahu	Bill—2½ hours' hack hire by subinspector board of health in re-search for occupants missing from house of Miamoto and Aliona, Apana 8, district 7.	3.00
	1451	Pilipo Kapule	Bill—labor performed in making road for horses to pass across valley, etc.	2.00
	1452	George Kaifi	Bill—2½ hours' hack hire for subinspector board of health in re-searching for missing occupants from a house.	3.00
	1453	Alex Lazarus.....	Bill—hack hire furnished executive officer board of health.	15.00
	1454	Asada & Co.....	Bill—40 pieces of kimono	44.00
	1455	Joe Silva	Bill—hack hire board of health agent.....	1.50
	1456	Joe Correa.....	Bill—hack hire to Kero warehouse camp.....	.75
	1457	Mal Reis.....	Bill—services, driving for sanitary committee....	5.00
	1458	Manl. Silva	Bill—hack hire for board of health physician....	.25
	1459	E. C. Wilder.....	Bill—driving carriage for investigating committee.	2.00
	1460	Chas. P. West	Bill—driving lumber team to Mokapu Point, 2 trips.	5.00
	1461	S. Decker	Bill—hack hire, sanitary committee board of health.	2.50
	1462	G. A. Long	Bill—hack hire furnished board of health and physicians for month of February, 1900.	284.00
	1463	Coyne Mehrten Furniture Co.	Bill—floss pillows, moss and straw mattresses, extra mattresses and sundry bedding.	139.00
	1464	Club Stables.....	Bill—hack hire furnished to board of health agents and physicians.	26.00

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. May 5	1465	Ah Chew Bros.....	Bill—assorted vegetables, fresh fish, lobsters, and sundry provisions.	\$2.10
	1466	Joe Kuni.....	Bill—hack hire distributing notice rat poison, etc.	
	1467	J. E. Harrub.....	Bill—1½ hours' hack hire.	1
	1468	S. M. Ballou.....	Bill—cash advanced for hack hire.	1
	1469	Alex Lazarus.....	Bill—hack hire furnished board of health physicians.	1
	1470	Hawaiian Tramways Co.	Bill—use of express wagon for distributing rat poison.	
	1471	Hawaiian Express Co..	Bill—delivering rat poison around town, 4 hours..	4
	1472	Kula Port Packing Co..	Bill—285 pounds pork.....	1
	1473	Ah Cong.....	Bill—165 pounds of fish.....	1
	1474	Wall Nichols Co.....	Bill—sundry stationery and supplies.....	1
	1475	Estate Robt. Grieve....	Bill—printing, etc., note circulars "Land and premises condemned."	
	1476	C. B. Reynolds.....	Bill—cash advanced for labor posting bills.....	
	1477	Lewers & Cooke.....	Bill—padlocks, galvanized hasps and staples for kerosene warehouse camp.	1
	1478	.....do.....	Bill—nails, galvanized nails, N. W. lumber, E. W. lumber, planing, T. & G. lumber, etc., and sundry building material for sewerage No. 2.	40
	1479	.....do.....	Bill—rim locks, window-spring bolts, washes, N. W. lumber, corrugated iron, washers and screws, cut nails, T hinges and screws (post-house), N. W. lumber, nails (kerosene warehouse camp), N. W. lumber, galvanized nails, lathe (drill shed camp), N. W. lumber, E. W. posts, nails, sheet zinc, glass (Achi office), paints and oils, matting, etc. (Kawaiahao Church camp), N. W. lumber, nails, corrugated iron, rim locks, shutter knobs, cartage, etc., sundry building material (Kalihl detention camp), etc.	100
	1480	City Furniture Store....	Bill—coffins, undertaking from various camps and places to morgue and crematory, etc.	44
	1481	N. S. Sachs Dry Goods Co.	Bill—drawers, undershirts for the Robertson family, oilcloth for pesthouse, mosquito nets for Kalihl detention camp, white sheeting for board of health office, etc.	1
	1482	Hilo Mercantile Co.....	Bill—400 feet of pine (lumber used for pesthouse fence), Hilo, Hawaii.	
	1483	Takoda.....	Bill—use of carriage from Beretania street to Kakaako.	
	1484	Camara & Co.....	Bill—cherry wine, gin, brandy, port wine, and whisky, pesthouse.	24
	1485	E. H. Naohe.....	Bill—horse hire, 19 days for inspection of district No. 87.	10
	1486	Jan. Leonard.....	Bill—repairs to fumigating sprayer at kerosene warehouse camp.	
	1487	J. Andrews.....	Bill—employment of express 2 hours.....	
	1488	Honolulu Sanatorium..	Bill—crackers, jams, etc.....	
	1489	E. Dunbar.....	Bill—hack hire to board of health agents and physicians.	
	1490	Sakoda.....	Bill—express wagon hire.....	
	1491	J. F. Morgan.....	Bill—2,300 loaves of bread for barrack camp.....	
	1492	Love's Bakery.....	Bill—416 pounds of medical bread and 10,656 loaves of bread, month of January.	10
	1493	Benson Smith & Co....	Bill—medicines and medical supplies furnished Kalihl detention camp, kerosene warehouse	
	1494	J. Emmeluth & Co.....	Bi	10
	1495	W. W. Dimond & Co...	Bi	10
	1496	L. Ah Leong.....	Bi	10
	1497	Hyman Bros.....	Bi	10
	1498	Union Feed Co.....	Bi	10
	1499	Honolulu Planing Mill.	Bi	10
	1500	James A. Hopper.....	Bi	10
	1501	Wilder & Co.....	Bi	10
	1502	Wilder S. S. Co.....	Bi	10
	1503	I. I. S. Nav. Co.....	ing, etc. Bill—pitch, oakum, pitch mops, nails, felting, tallow, eyebolts, manila rope, cotton wicking, white lead, and sundry ship chandlery.	107
	1504	Allen & Robinson.....	Bill—E. W. lumber, nails, ship spikes, white lead, N. W. lumber, and sundry building material.	222

EXPENSES BUBONIC PLAGUE—Continued.

e.	No.	Name, etc.	Nature of payment.	Amount.
1	5	1506 Pacific Hardware Co ...	Bill—punches, graphite, washers, screw bolts and machine bolts, screws, hinges, hooks and staples, etc., for board of health scows.	\$88.06
		1506 J. Emmeluth & Co.....	Bill—piping, fittings, sundry plumbers' supplies and labor, etc.	525.27
		1507 Astor House.....	Bill—sandwiches and coffee for 70 persons, fire department.	17.50
		1508 Anchor Saloon	Bill—2 bottles of brandy and 6 bottles of beer, for fire department.	6.50
		1509 See Wo	Bill—96 lunches and 33 gallons coffee	27.45
		1510 Hawaiian Chinese News Co	Bill—advertising notices, regulations and rules, and translation, etc.	45.00
		1511 L. Ah Leong	Bill—sheeting, chamber, and tacks (board of health office), groceries and cooking utensils, and sundry provisions for board of health cook house and board of health stable.	72.10
		1512 James Carty.....	Bill—surrey hire and horse feed	54.50
		1513 Pacific Hardware Co ...	Bill—knives, sponges, water pitchers, bake pans, teapots, soup plates, forks, etc.	82.75
		1514 Porter Furniture Co....	Bill—canvas cots, pillows, nets, and blankets	61.50
		1515 D. T. Camarinos.....	Bill—sundry vegetables, fruits, groceries, etc....	58.60
		1516 Metropolitan Meat Co..	Bill—beef, sundry meats, etc.....	163.70
		1517 J. Emmeluth & Co.....	Bill—2 galvanized containers.....	5.00
		1518 The Cash	Bill—2 pairs duck pants and 1 overshirt.....	5.00
		1519 Von Hamm Young Co..	Bill—1 piece grass cloth.....	7.20
		1520 Hawaiian Elect. Co	Bill—installing lights, electrical supplies, cold storage, and labor, board of health office.	82.10
		1521 Drs. Day & Wood.....	Bill—1 post-mortem examination	25.00
		1522 G. Schumann	Bill—19 days' use of dump carts (loads to sewerage wharf).	66.50
		1523 People's Ice and Refrigerator Company	Bill—260 pounds ice, board of health office and laboratory.	2.60
		1524 H. J. Nolte	Bill—refreshment supplied to board of health office, 18 days.	36.00
		1525 Armstrong Smith.....	Bill—board and lodging at the hotel, 6 days.....	18.00
		1526 City Furniture Store....	Bill—coffins and undertaking, from various camps and places to morgue and crematory.	131.00
		1527 J. Hopp & Co.....	Bill—iron bedsteads, mattresses, floss pillows, nettings, window shades, etc.	91.55
		1528 Iwakami	Bill—kimonos and pajamas	56.00
		1529 Yee Sing Tai	Bill—1 steamer chair	4.00
		1530 Niepers Express.....	Bill—express hire, hauling from sanitary committee office, and distributing rat poison around town.	8.50
		1531 Enterprise Mill Co.....	Bill—5,000 wood blocks bored for rat poison	62.50
		1532 E. Peck & Co	Bill—drayage, hauling tarpaulins to Chinatown and back from Wilder's warehouse.	142.50
		1533 Hobron Drug Co	Bill—medicines and medical supplies.....	8.65
		1534 Hollister Drug Co	Bill—medicines and medical supplies for kerosene camp, battery camp, Kalihi detention camp and morgue.	126.07
		1535 People Express Co.....	Bill—express hire to battery camp and pesthouse, hauling mattresses, etc.	5.00
		1536 People's Ice and Refrigerating Co.	Bill—ice for board of health office, pesthouse, kerosene warehouse camp, Kakaako, sanitary committee, drill shed, pesthouse annex, etc.	89.40
		1537 Honolulu Planing Mill.	Bill—N. W. lumber, nails, and sundry building material and labor.	201.75
		1538 A. M. Brown	Bill—cash advanced for hack hires, etc	114.00
		1539 G. Muller	Bill—furnishing keys, repairing locks, etc	4.50
		1540 Hollinger Shoeing Shop	Bill—shoeing horses, etc.....	4.50
		1541 Manufacturing Harness Co.	Bill—sweat pads with straps and leather, etc.....	2.25
		1542 Jas. Nott, jr	Bill—piping, fitting, and sundry plumbers' supplies and labor, kerosene warehouse camp.	29.00
		1543 Hawaiian Soda Works..	Bill—6 dozen ginger ale	2.40
		1544 J. E. Harrub.....	Bill—hack hire furnished board of health agents and physicians.	11.00
		1545 Hawaiian Chinese News Co.	Bill—sundry printing and advertising, board of health rules and regulations, shipment of freight, etc.	41.00
		1546 Washington Light Co ..	Bill—electrical supplies and labor furnished Kalihi detention camp, Kakaako camp, etc.	67.68
		1547 Gehring & Butzke.....	Bill—piping, fittings, and plumbers' supplies and labor for water-closet at Aala warehouse for use of employees.	86.73
		1548 S. J. Salter.....	Bill—groceries and provisions for pesthouse, Camp Apua, battery camp, pesthouse annex, etc.	300.36
		1549 Merchants' committee, A. Gartenburg, treasurer.	Bill—cash advanced for sundry bills, insurance, and labor at the different warehouses in Chinatown, etc.	668.00

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount
1900. May 5	1550	Government kerosene warehouse.	Bill—storage for 300 cases pearl oil	\$6.
	1551	Consolidated Soda Water Works Co.	Bill—4 dozen ginger ale, 4 dozen cream soda, and 4 dozen P. soda.	5
	1552	Chas. L. Beal	Bill—cash advanced for sundry hack hire, etc. ...	4
	1553	Bishop & Co	Bill—purchase of San Francisco exchange, favor of Revere Rubber Co., etc., in payment for bill incurred for excavator service, etc.	1
	1554	Goo Chong Kee	Bill—provisions supplied to those in quarantine at the corner of South street and Kawaiahao lane.	2.75
	1555	Honolulu Iron Works Co.	Bill—repairs to fumigators, excavators, piping and fittings, repairs to engines of fire department, material, etc.; labor of machinists, pattern makers, lightering, lathe time, cartage, and express hire, etc.	7.75
	1556	Washington Mercantile Co.	Bill—crackers, corned beef, salmon, potatoes, etc., furnished Kalihi detention camp, etc.	7.75
	1557	Love's Bakery	Bill—14,050 loaves bread for month of February, 1900, for Kalihi detention camp.	1.74
	1558	Merchants' committee, A. Gartenberg, treasurer.	Bill—cash advanced for sundry bills, premium on insurance, and labor at the different warehouses, etc.	1.74
	1559	Whitney & Marsh	Bill—clothing, calico, drawers, cotton, buttons, prints, pins, mosquito nets, etc.	1.74
	1560	Von Hamm Young Co.	Bill—labor on pump plant	4
	1561	Hollister Drug Co.	Bill—medicines and medical supplies	4
	1562	People's Ice and Refrigerating Co.	Bill—ice furnished to drill shed camp, board of health office, sanitary committee, pesthouse annex, pesthouse, Kalihi detention camp, etc.	1
	1563	Allen & Robinson	Bill—1 paint brush	1
	1564	W. G. Irwin & Co	Bill—10 gallons P. & B. paint, and wall paper	1
	1565	Wilder & Co.	Bill—1 ton coal for board of health vessel	1
	1566	Potter Furniture Co.	Bill—6 tables and 12 chairs, Kalihi detention camp.	2
	1567	Hawaiian News Co.	Bill—stationery, etc., for citizens' sanitary committee.	1
	1568	.....do	Bill—stationery and supplies for Kalihi detention camp.	1
	1569	M. W. McChesneys & Sons.	Bill—soaps, coffee, flour, bread, sugar, potatoes, and sundry groceries.	7.75
	1570	Enterprise Mill Co.	Bill—sashes, glass, paint, and labor painting	2
	1571	Hackfeld & Co	Bill—1 case sauerbrunnen, pesthouse; 1 barrel asphaltum, kerosene warehouse; axes and hatchets, shoes, Kalihi detention camp; potatoes, rice, etc., Aala warehouse; pants, shirts, brushes, towels, kerosene warehouse camp; undershirts, overalls, socks, towels, thread, safety pins and thimbles, coffee, hams, flour, salt, and sundry groceries, pesthouse; 1 case sauerbrunnen and towels, Aala warehouse, etc.	2
	1572	J. Hopp & Co	Bill—matting, chairs, oak chairs, cushions, piano stools, upholstering, labor, renovating and varnishing tables and sundry furnitures, Kawaiahao Church.	2
	1573	Chas. L. Beal	Bill—services for month of April, 1900, as accountant for finance committee board of health.	2
	1574	Hackfeld & Co	Bill—men's undershirts, men's overshirts, boys' overshirts and undershirts, drill shed camp; brooms, buckets, galvanized tubs, baking powder, and butter, Kalihi detention camp; salmon, onions, tea, denim, felt hats, Kona coffee, limes, drawers, undershirts, men's socks and sundry clothing, and groceries, kerosene warehouse; straw hats, white cotton, prints, flannel, ribbons, men's undershirts, saloon pilot bread, soap, corn, chutney, hams, bacon, oysters, and sundry clothing and groceries, Kalihi detention camp; 1 case sauerbrunnen, coffee and charcoal, lime, bread, rose milk, sundry groceries and provisions, battery camp, etc.	2 51
	1575	Chas. Wilcox, secretary.	Pay roll—nurse and cook, Kalihi, Camo.	10
	1576	.....do	Pay roll—nurse, cook, and morgue and excavator tender, plague hospital and pesthouse.	22
	1577	Hawaiian Trust and Investment Co., for E. W. Hockley.	Bill—services as accountant for finance committee board of health, 17½ days.	7
	1578	A. H. R. Viera	Bill—advertising board of health regulations and amendments, etc.	10
	1579	Finance committee for William.	Bill—boat hire	5

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. May 5	1580	Chas. Wilcox for S. E. Burton.	Bill—reward reporting case of John Hurley as case of bubonic plague as offered by board of health.	\$100.00
	1581	John Antone	Bill—145 eggs	7.25
	1582	C. Lai Young	Bill—services acting as Chinese and Hawaiian interpreter for Lyle A. Dickey, board of health inspector, 29 hours in his daily rounds of inspection.	15.00
	1583	Charles J. Fishel	Bill—services taking inventory and appraising the contents of drill shed camp by order of president of board of health.	50.00
	1584	Woo Hop	Bill—washing for month of March, 1900, board of health restaurant.	29.35
	1585	E. H. Naoho	Bill—services 8 days as inspector	8.00
	1586	Chee Chow On	Bill—hack hire, city sanitary committee	29.00
	1587	Robertson & Wilder	Bill—services on investigating committee for the months of February and March, 1900.	250.00
	1588	E. Fickett	Bill—removing fence from Fort street and putting it up at Iwilei Stables, lumber and building material furnished, drayage, etc.	328.62
	1589	.....do	Bill—labor and material putting up rat-proof fence around hotel stables and fencing at Kukui lane, drayage, etc.	796.19
	1590	J. J. Williams	Bill—photographing condemned buildings, by order of president of board of health, etc.	70.00
	1592	Dr. F. A. Bowmann	Bill—services at the kerosene warehouse camp emergency hospital, as attending physician for one-half month of April, 1900.	125.00
10	1594	T. Aping Co	Bill—2 cans of coal oil	2.50
	1595	Finance committee, board of health, for L. Sun Me.	Bill—bag of salt for use in whitewashing block 15.	.40
	1596	Hawaiian Hotel Co.	Bill—lunches, dinner, hack hire, board of health office, etc.	82.25
	1597	Sang Yuen Kee & Co.	Bill—whitewash brushes, brooms, pick handles, rakes, iron sprinklers, hoes, shovels, galvanized buckets, labor, piping, etc.	16.25
	1598	N. S. Sachs Dry Goods Co.	Bill—white cotton, sheeting, bedspreads, pillows, napkins, towels, and sundry goods.	136.80
	1599	Hawaiian Hotel Co.	Bill—meals served at Kawalahao Church, 4 days; also meals sent to drill-shed camp, etc.	177.50
	1600	Honolulu Stockyard Co	Bill—hire of horse and wagon, horseshoeing, horse hire, etc.	56.60
	1601	Hawaiian Gazette Co.	Bill—advertising for volunteers, etc.	1.00
	1602	Arlington Hotel	Bill—board and room, 7 days, board of health nurse.	17.50
	1603	King Bros	Bill—1 case kerosene	2.25
	1604	J. Hutchins	Bill—butter, jam, lard, cheese and crackers, corned beef, etc.	3.60
	1605	Pacific Import Co.	Bill—cotton and needles	2.10
	1606	Mutual Telephone Co. ..	Bill—3 months' rent telephone at kerosene warehouse camp.	12.00
	1607	Henry May & Co	Bill—milk, corned beef, sugar, matches, kerosene oil, etc.	21.05
	1608	.....do	Bill—milk, coffee, eggs, sugar, butter, tea, bacon, ham, lard, potatoes, and sundry groceries.	92.45
	1609	Pacific Hardware Co.	Bill—machine bolts and washers and sundry hardware, etc.	79.31
	1610	J. Hutchins	Bill—1 case Eagle milk	2.40
	1611	Jas. Nott, jr.	Bill—plumbers' supplies and labor, cleaning and repairing sinks and closets, kerosene warehouse camp.	9.00
	1612	G. Schumann	Bill—hire of cart and 2 men, 12½ days and 4 Sundays.	175.50
	1613	E. H. Naoho	Bill—services inspector, 28 days	42.00
	1614	Hollinger Shoeing Shop	Bill—shoeing, 4 shoes	2.00
	1615	Hart & Co	Bill—ice cream and cakes for pesthouse	7.25
	1616	J. E. Harrub	Bill—hack hire furnished board of health agents, physicians, and nurses.	14.75
	1617	Hawaiian Carriage Manufacturing Co.	Bill—labor and material in repairs of ambulance wagon.	9.65
	1618	Washington Light Co. ..	Bill—installing lights, electrical supplies, labor and cartage, care and lighting of lamps for Kalihi detention camp, drill-shed camp, Kukui street, etc.	507.35
	1619	The Kash	Bill—5 dozen children's overalls, 1 suit clothes, 2 pairs pants, 2 jumpers.	48.00
	1620	Original Signers Bakery.	Bill—bread, pies, and cakes for kerosene warehouse camp, pesthouse, battery camp, drill-shed camp, general board of health, laborers' camp, pesthouse annex, excavator camp, etc.	384.88

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. May 10	1621	W. C. Peacock & Co.....	Bill—whiskey, gin, beer, mineral water, champagne, sherry wine, brandy for Kalihi detention camp, kerosene warehouse camp, main office, drill-shed camp, etc.	\$25.
	1622	Lum Kee.....	Bill—services appraising goods at corner of King street and Waikiki road.	2
	1623	Woo Hop.....	Bill—washing for office, dormitory, restaurant, and laboratory for month of February, 1900.	61
	1624	H. Hamano.....	Bill—tuba, miso tuba, shironuso, iriko, and sundry Japanese goods.	17
	1625	Hawaiian-Chinese News Co.	Bill—printing posters, and advertising, etc.....	17
	1626	E. Dunbar.....	Bill—hack hire furnished to board of health and physicians.	1
	1627	Hustace & Co.....	Bill—algeroba split wood and coal for battery camp, kerosene warehouse camp, drill-shed, pesthouse, Kalihi, camp hospital, crematory, etc.	4
	1628	Hawaiian Hotel Co.....	Bill—41 breakfasts, 42 lunches, 45 dinners served to drill-shed camp.	10
	1629	Union Feed Co.....	Bill—hay and grain.....	61
	1630	Board of Hawaiian Evangelical Association.	Bill—24 books of Hoku Ao Nani (hymn book) for Kawaiahao Church to replace ones destroyed or stolen during time of quarantine in said church.	1
	1631	W. G. Irwin & Co.....	Bill—2 barrels lime.....	4
	1632	Henry Waterhouse & Co., for D. L. Naone.	Bill—material and labor painting Kawaiahao Church, etc.	39
	1633	M. W. McChesney & Sons.	Bill—raisins, prunes, coffee, salt, soap, spuds, and sundry groceries, and freight on same.	57
	1634	Wagner Stocks and Sales Yard.	Bill—pork, etc.....	447
	1635	Hawaiian News Co.....	Bill—stationery for citizens' sanitary committee..	9
	1636	.....do.....	Bill—stationery and supplies for Kalihi detention camp.	6
	1637	Hawaiian Gazette Co..	Bill—sundry printing and advertising for Kalihi detention camp, citizens' sanitary committee, drill-shed camp, etc.	57
	1638	E. W. Jordan.....	Bill—fiber matting, velvet-pile carpet, mohair plush, silk creton, feather dusters brooms, stepladders, piano covers, denim, linen, curtains, and sundry merchandise for refitting inside of Kawaiahao Church.	1,241
	1639	Hobron Drug Co.....	Bill—medicine and medical supplies for drill-shed camp, citizens' sanitary committee, disinfection and fumigation, pesthouse, etc.	132
	1640	Chas. Wilcox, secretary.	Bill—cash advanced for rat bounty offered by board of health.	18
	1641	J. R. Mills.....	Bill—1 case and 1 dozen eggs and bag potatoes, etc.	21
	1642	Original Signers Bakery.	Bill—105 loaves bread, 30 pies and cakes.....	12
	1643	Coyne Mehrten Furniture Co.	Bill—straw mattresses, floss pillows, iron bedsteads, wire springs, etc.	187
	1644	Manufacturing Harness Co.	Bill—1 buggy collar, pair of harness tugs, pair traces, and whip.	16
	1645	B. F. Ehlers & Co.....	Bill—24 yards of cloth.....	7
	1646	N. S. Sachs Dry Goods Co.	Bill—1 dozen sheets and 1 dozen pillow cases.....	12
	1647	H. F. Wichmann.....	Bill—1 badge for sanity officer.....	6
	1648	H. D. Sillman.....	Bill—services appraising goods at Richard street, Iwilei, Jap lodging house at Kakaako, Vineyard street, and taking inventory at Fowler's yard..	15
	1649	Love's Bakery.....	Bill—6,550 loaves bread for month of March, 1900, for Kalihi detention camp.	23
	1650	Wing Wo Chan & Co...	Bill—10 cases nut oil and 30 dozen slippers.....	19
	1651	S. Kimura.....	Bill—25 tubs soyu, 5 cases iriko, and sundry Japanese provisions.	165
	1652	Henry May & Co.....	Bill—butter, coffee, safety matches, kerosene oil, etc.	21
	1653	Jen Sao.....	Bill—services, interpreting, 15 days.....	30
	1654	Chong Kee Co.....	Bill—rope, twine, nails, and tea pots.....	7
	1655	Asada & Co.....	Bill—25 tubs misu, 5 cases Japan tea, and sundry Japanese groceries and cartage.	95
	1656	An Chew Bros.....	Bill—assorted vegetables, fresh fish, potatoes, fruit, and eggs, etc., for Kalihi detention camp.	541
	1677	H. Hamano.....	Bill—5 cases iriko, 5 tubs takuan, and sundry Japanese groceries.	161
	1658	Harg Lung Kee Co....	Bill—180 pounds of tea.....	27
	1659	Wing Wo Tai & Co.....	Freight paid on 30 cases nut oil for Kalihi detention camp.	64

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. May 10	1660	A. J. Conzaves	Bill—hack hire furnished board of health agents and physicians.	\$9.00
	1661	Makaainana Printing House.	Bill—sundry advertisements and printing.....	48.75
	1662	United Carriage Co.....	Bill—hack hire furnished board of health agents and physicians; also carriages in attendance at board of health office, day and night.	666.50
	1663	Kong Hop Kee	Bill—vegetables, fruits, potatoes, eggs, etc., for pesthouse, battery camp, pesthouse annex, etc.	89.10
	1664	W. L. Wilcox.....	Bill—poi and taro furnished Kalihi detention camp, Battery Camp, laborers' camp, Iwilei camp, Apua block, etc.	904.00
	1665	Citizens' Sanitary Committee for J. H. Fisher, treasurer.	Bill—Cash advanced for washing towels	1.50
	1666	Pearson Potter & Co....	Bill—rent of bicycle	7.45
	1667	M. McInerny	Bill—6 pairs tennis Oxford shoes	6.50
	1668	A. W. Carter	Bill—cash advanced for services detecting and finding employees of hotel stables.	15.00
	1669	Hawaiian Trust and Investment Co.	Bill—express charges on coin forwarded to superintendent, Camp Wood, Kahului, Maui.	3.25
	1670	Mercantile Printing Co.	Bill—rent of rooms at corner of Fort and Queen streets for use of citizens' sanitary committee, month of March, 1900.	60.00
	1671	Evening Bulletin	Bill—printing and sundry advertisements for citizens' sanitary committee, etc.	126.80
	1672	Hawaiian Star News Association.	Bill—printing and sundry advertisements for citizens' sanitary committee, finance committee, board of health, etc.	154.00
	1673	Hawaiian Gazette Co....	do	210.03
	1674	A. M. Mellis.....	Bill—cash advanced for hack hire and car fare ..	8.45
	1675	do	do	9.15
	1676	People's Ice and Refrigerating Co.	Bill—ice for drill-shed, camp, pest hospital, etc ..	8.80
	1677	Geo. H. Paris	Bill—extra labor and material and extra cost raising water, etc.	30.00
	1678	I. I. S. S. Navigation Co.	Bill—sewing palms, needles, twines, tar duck, beeswax, etc., and sundry ship chandlery.	26.80
	1679	Pacific Cycle and Manufacturing Co.	Bill—1 F. W. Smith & Wesson hammerless revolver.	17.00
	1680	E. O. Hall & Son	Bill—4 Hunt's adzes and handles.....	12.00
	1681	Steam laundry	Bill—washing towels for board of health .....	.10
	1682	Castle & Cooke, Limited.	Bill—300 cases pearl oil for board of health.....	645.00
	1683	Oahu Railroad and Land Co.	Bill—special trains to Kalihi detention camp morning and night for workmen erecting buildings, Sundays included, freighting and hauling merchandise, groceries, provisions, etc.	380.41
	1684	H. J. Nolte.....	Bill—28 gallons of coffee, milk, and sugar, box cigarettes, tobacco, furnished board of health office.	33.75
	1685	J. Lando.....	Bill—boys' suits and overalls.....	233.00
	1686	B. Steigmann.....	Bill—2 alarm clocks.....	2.50
	1687	M. McInerny shoe store	Bill—3 pairs shoes.....	4.50
	1688	M. W. McChesney & Sons.	Bill—freight on 10 cases salmon, 5 cases coffee, and 12 cases of soap to Kalihi detention camp.	.61
	1689	H. McKetchnie.....	Bill—1 card sign for board of health.....	1.00
	1690	IXL Carriage Co	Bill—hack hire 4 hours at Honolulu fire department.	6.00
	1691	Finance committee, board of health, for Yaka.	Bill—hack hire	1.50
	1692	See Wo	Bill—36 gallons of coffee	9.00
	1693	Wing on Tai Co	Bill—2 trunks	17.00
	1694	Yuen Chong.....	do	17.00
	1695	Quong Sang Kee & Co..	Bill—rice, kerosene oil, Chinese chopsticks, rice bowls, rice baskets, pans with covers, Chinese ladies' clothing, Chinese groceries, etc.	385.85
	1696	J. S. Spitzier	Bill—overalls, suits, socks, shoes, etc.....	14.35
	1697	Manufacture Shoe Co ..	Bill—shoes, boots for men, women, and children.	621.30
	1698	Niepers Express.....	Bill—drayage and sundry hauling to Kalihi detention camp, Kakaako camp, pesthouse, drill shed camp, etc., of goods, lumber, and people, etc.	38.00
	1699	Wall, Nichols & Co.....	Bill—stationery and supplies	224.70
	1700	Gehring & Butzke.....	Bill—plumbers' supplies, piping and fittings, and labor furnished drill shed, etc.	627.33
	1701	J. Lando.....	Bill—pants, overalls, etc.....	90.25
	1702	M. Costa	Bill—hack hire, board of health physicians .....	.50
	1703	Wing Lung Co	Bill—box lemons, salt duck eggs, garlic, salt fish, hens' eggs, etc.	62.85
	1704	Henry May & Co	Bill—coffee, butter, pickles, flour, hams, potatoes, onions, sugar, macaroni, etc., sundry groceries.	301.90

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. May 10	1705	Honolulu Stock Yards Co.	Bill—mule hire, cart hire, horse and carriage hire, repairs to harness, livery of horses, etc., for board of health agents, physicians, and guards.	\$396.
	1706	Macfarlane & Co	Bill—beer, whisky, dry gin, and sundry liquors, etc.	4
	1707	Evening Bulletin	Bill—sundry advertisements and printing, etc. ...	72
	1708	Oahu Lumber and Building Co.	Bill—Northwestern lumber, nails, corrugated iron, screws, and washers, hinges, and sundry building material.	4
	1709	M. S. Grinbaum & Co ...	Bill—duck, rope, twine, pants, shoes, sheeting, socks, buttons, etc., for drill shed camp, pest-house, battery camp, etc.	175
	1710	.....do	Bill—baskets, matches, buttons, buckles, cotton, drills, prints, butcher knives, denim, tea-spoons, shears, tobacco, shoes, etc., sundry hardware, cooking utensils, and dry goods and cash advanced making holokus (women's dresses), express hire, hack hire, etc.	5.15
	1711	Dairymen's associations	Bill—milk furnished board of health office, battery camp Kakaako, Kalihi detention camp, pest hospital, etc.	250
	1712	Wing Wo Tai & Co	Bill—nut oil, salt fish, salt cabbage, salt turnips, freight, etc.	5.25
	1713	Hart & Co	Bill—28 night lunches furnished board of health office, including coffee from Feb. 1 to 28, 1900.	12
15	1937	U. S. Marine-Hospital Service.	Bill—100 bottles Yersom Antiseptic Serum for February.	125
	1938	.....do	Bill—100 bottles Yersom Antiseptic Serum for March.	125
	1939	Dr. C. E. Camp	Bill—services as assistant bacteriologist for one-half month of May, 1900.	125
	1940	E. R. Hendry	Bill—services as private secretary to president of board of health, one-half month of May, 1900.	100
	1941	Dr. A. G. Hodgins	Bill—professional services at the drill shed camp, 10 days for month of January, 1900.	25
	1942	.....do	Bill—professional services at the drill shed camp, 24 days in the month of February, 1900.	214
25	2025	Chas. Wilcox, secretary.	Pay roll—superintendent, guards, laborers, and washwoman, during month of May, 1900, Kalihi detention camp.	165
	2026	.....do	Pay roll—clerk and typewriter, 1 day, board of health office.	4
	2027	.....do	Pay roll—guards, Kalihi detention camp, 5 days.	12
	2028	.....do	Bill—cash advanced for rat bounty	12
	2029	Charles Dickerson	Bill—hack hire, chief fire department	4
	2030	Lewis & Co	Bill—onions, soda, sugar, milk, coffee, vinegar, salmon, spuds, flour, tea, and sundry groceries furnished quartermaster's department.	111.
	2031	I. I. S. Navigation Co.	Bill—pitch, pitch mops, oakum, coal tar, and sundry ship chandlery.	54
	2032	Henry May & Co	Bill—corned beef, brawn, tongues, potatoes, butter, pickles, cheese, and sundry groceries.	57
	2033	Kanihomaule	Bill—hack hire furnished to board of health agents and physicians.	2
	2034	McGuire's Express	Bill—hauling carpenters and tools, lumber, etc., to Kakaako camp.	6
	2035	Joe Kuni	Bill—hack hire to board of health agents and physicians.	4.0
	2036	Union Express Co	Bill—hauling one spray pump to Kalihi detention camp.	3.0
	2037	Club stables	Bill—Horse and wagon hire, livery, etc	25
	2038	M. S. Terry	Bill—hack hire, etc	2
	2039	E. Dunbar	Bill—hack hire furnished to board of health agents and physicians.	5
	2040	People's Express Co.	Bill—sundry hauling and drayage of lumber, etc., to and from various camps.	10
	2041	Sam Wo Co	Bill—box of cakes and crackers (2)	7
	2042	Lahaina stables	Bill—hack hire of 3 persons from Lahaina to Pali (Maui).	6
	2043	Phillip Pali	Bill—hack hire, 1 person from Lahaina to the Pali (Maui).	3
	2044	Murakawa	Bill—hack hire, 3 persons from Lahaina to Pali (Maui).	6
	2045	Richards & Schoen	Bill—6 pairs of gloves (Hilo, Hawaii)	18
	2046	L. Ah Leong	Bill—Japan tea for cook house, board of health ..	2
	3047	Honolulu Express	Bill—hauling 1 load from Nuuanu street to fire station.	7
	2048	Kong Wing Kee	Bill—1 tin coal oil for fire department	1.7
	2049	City Carriage Co	Bill—hack hire furnished board of health agents and physicians, etc.	56.5

EXPENSES BUBONIC PLAGUE—Continued.

ate.	No.	Name, etc.	Nature of payment.	Amount.
900. y 25	2050	Honolulu Steam Laundry Co.	Bill—laundering tablecloth, bedspreads, etc., board of health.	\$2.10
	2051	Makaainana Printing House.	Bill—advertising notice to shippers, etc.....	30.00
	2052	Mutsu Co.....	Bill—3 pieces ame.....	.40
	2053	Wing Wo Cahn & Co....	Bill—cuttle-fish, salt fish, sausages, denim, duck, slippers, salt cabbage, and sundry groceries and dry goods, drill shed camp.	573.20
	2054	Ah Chew Bros.....	Bill—assorted vegetables, eggs, fruits, etc., for board of health restaurant and drill shed camp.	482.95
	2055	William Ottmann.....	Bill—7 cases of kerosene oil, used in cremation of rats.	31.50
	2056	Hilo Tribune Publishing Co.	Bill—advertising persons who can leave Honolulu and revised list of permit freight, Hilo, Hawaii.	10.00
	2057	A. M. Brown.....	Bill—cash advanced for packing lumber to Mekapu, Pali.	20.00
	2058	H. M. Dow.....	Bill—cash advanced for hack hire.....	12.50
	2059	T. H. Davies & Co.....	Bill—afate cups, saucepans, tobacco, butter, coffee, flour, undershirts, handkerchief, night-shirts, ladies' drawers, eggs, shoes, and sundry goods, groceries and provisions, hardware, and crockery ware, etc.	516.83
	2060	J. H. Fisher, treasurer citizens' sanitary committee.	Bill—cash advanced on account of rat bounty....	200.20
	2061	M. S. Grinbaum & Co...	Bill—tablespoons, tea, shoes, pants, tobacco, matches, and sundry dry goods, for Kalihi detention camp, and cash advanced for stabling horse and hack hire, Chinese slippers, women pantaloons, coats, express hire, labor, drayage, etc.	1,190.10
	2062	J. Orderkirk.....	Bill—services surveying of buildings condemned to be burned, 10 days.	30.00
	2063	F. J. Wilhelm.....	do.....	30.00
	2064	Hart & Co.....	Bill—12 daily lunches, board of health headquarters.	48.00
	2065	J. Hopp & Co.....	Bill—1 case with 100 pigeonholes for laboratory..	58.50
	2066	Geo. H. Paris.....	Bill—extra pumping water at Kalihi detention camp.	10.00
	2067	.....do.....	Bill—pumping water for kerosene warehouse camp at Kakaako. (Not including extra expenses bill, etc.)	300.00
	2068	Evening Bulletin.....	Bill—subscription to the Evening Bulletin, pesthouse and battery camp.	3.45
	2069	I. I. S. Navigation Co....	Bill—services steamer Kaena, 31 days.....	1,860.00
	2070	California Feed Co.....	Bill—4 bales hay.....	17.23
	2071	Honolulu Tobacco Co..	Bill—3 tins captive tobacco, pesthouse, Kakaako.	1.20
	2072	Union Feed Co.....	Bill—hay and grain, account removing garbage..	364.81
	2073	Dairymen's Association.	Bill—milk supplied pesthouse, battery camp, Kakaako, pest hospital, board of health office, and Kalihi detention camp.	105.30
	2074	Hobron Drug Co.....	Bill—medicines and medical supplies for drill shed camp.	23.10
	2075	Lewers & Cooke.....	Bill—R. W. lumber, T. and G. lumber, freight, etc., Kalihi detention camp.	336.58
	2076	Mrs. Ida J. S. Weedon...	Bill—9 dozen choice eggs.....	5.40
	2077	Jas. Carty.....	Bill—wagonette and driver transporting G. A. Long and family to Kalihi detention camp, horse hire for board of health buckboard, 21 days.	49.00
	2078	Ed. Dunbar.....	Bill—hack hire furnished board of health agents and physicians.	5.00
	2079	M. Costa.....	Bill—hack hire furnished to board of health.....	.50
	2080	Hawaii Shinpo Sha.....	Bill—sundry advertisements, etc.....	9.00
	2081	Club Stables Co.....	Bill—hack hire furnished board of health agents and physicians, and boarding a horse 17 days for board of health inspector.	18.40
	2082	Union Express Co.....	Bill—drayage and sundry hauling from various places to the different detention camps, etc.	175.50
	2083	Ah Chew Bros.....	Bill—assorted vegetables and fruits, etc.....	105.15
	2084	Honolulu Stockyard Co.	Bill—horse hire, phaeton hire, horseshoeing, livery, etc., for board of health agents.	131.15
	2085	.....do.....	Bill—horse and carriage hire for agents board of health.	133.00
	2086	Hawaiian Star News Association.	Bill—advertising notice for closing of books of finance committee, board of health.	6.75
	2087	Evening Bulletin.....	Bill—advertising notice, bills account of plague..	6.75
	2088	Hawaiian Gazette Co...	Bill—advertising notice, "Bills to be presented".	6.50
	2089	Pearson & Potter.....	Bill—rent of bicycle for month of April.....	10.00
	2090	Hawaiian News Co.....	Bill—stationery, etc.....	5.65

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. May 25	2091	Pacific Hardware Co....	Bill—axes, galvanized buckets, tin cups, hatchets, cane knives, kerosene oil, giant powder, hammers, razors, lanterns, yard and house brooms, and sundry hardware, tools and implements, and cooking utensils.	\$2.45
	2092	Lewis & Co.....	Bill—rice, butter, potatoes, sugar, coffee, soap, salt, baking powder, codfish, and sundry groceries and provisions.	5.10
	2093	.....do.....	Bill—sugar, coffee, salt, tea, onions, soap, flour, sirup, butter, salmon, corned beef, eggs, cheese, and sundry groceries and provisions.	16.40
	2094	T. H. Davies & Co.....	Bill—lime, sugar, agate chambers, alarm clocks, milk, brooms, cigars, hoes and handles, coffee, pants, blankets, blouses, etc.	1.40
	2095	Consolidated Soda Water Works Co.	Bill—ginger ale and assorted soda.....	1.00
	2096	Citizens' sanitary committee, per J. H. Fisher, treasurer.	Bill—cash advanced for delivering rat poison, washing towels, etc.	1.00
	2097	W. W. Dimond & Co....	Bill—scissors, fumigating pans, twine, and W. W. brushes.	5.00
	2098	H. D. Silliman.....	Bill—services appraising goods at corner of King street and Waikiki road.	1.00
	2099	Mutual Tel. Co.....	Bill—telephone rent, pest house, citizens' sanitary committee, supply department, Halawa camp, Kalihi detention camp, Kalihi hospital, disinfecting station, quartermaster and president's office.	1.10
	2100	H. F. Bertlemann for Union Express Co.	Bill—hauling lumber to kerosene warehouse camp and tools to same.	1.00
	2101	Union Express Co.....	Bill—hauling clothing to Kakaako camp, load machines to Aala, clothing to storage, etc.	2.00
	2102	Lewis & Co.....	Bill—cheese, corn meal, shrimps, sugar, coffee, bacon, oranges, lemons, butter, tomatoes, potatoes, rice, hams, and sundry groceries and provisions.	5.40
	2103	Merchants' committee, A. Gartenberg, treasurer.	Bill—cash advanced for labor at Aala warehouse, bicycle rent, stationery, coal, etc.	1.07
	2104	M. D. Monsarrat.....	Bill—1 map of Honolulu.....	1.00
	2105	W. R. Riley.....	Bill—20 gallons wall paint.....	3.00
	2106	O. Luso Pub. Co.....	Bill—advertising, etc.....	1.00
	2107	James H. Boyd for J. M. Vivas.	Bill—translating rules and regulations into Portuguese and printing of same, etc.	1.00
	2108	Lahui Hawaii Co.....	Bill—sundry advertisements, board of health notices, etc.	1.50
	2109	Ke Aloha Aina.....	.....do.....	75.00
	2110	W. W. Wright.....	Bill—rent of buckboard, 21 days.....	2.00
	2111	People's Ice and Refrigerating Co.	Bill—820 pounds ice for Kakaako battery camp..	8.00
	2112	Macfarlane & Co.....	Bill—1 barrel Louis beer for battery camp.....	16.00
	2113	Hustace & Co.....	Bill—coal and split wood to pesthouse, kerosene warehouse camp, Kalihi camp hospital, etc.	49.00
	2114	.....do.....	Bill—sundry drayage and cartage in burnt district, rubbish and refuse from different camps to dump, etc.	3.22
	2115	Whitney & Marsh.....	Bill—flannelette, shirts, ladies' underwear, shoes, kimonas, towels, overalls, etc.	24.00
	2116	Hawaiian Electric Co..	Bill—electric current furnished to pesthouse, battery camp, kerosene warehouse camp, Kalihi detention camp, etc.	75.00
	2117	W. C. Peacock & Co.....	Bill—whisky, brandy, and beer for Kalihi detention camp, pesthouse, etc.	66.00
	2118	W. W. Diamond & Co...	Bill—pick handles, agate basins, white chambers and covers, tumblers, biscuit pans, pie plates, soup plates, dinner plates, platters, and sundry cooking utensils and crockery ware for kerosene warehouse camp, kitchen headquarters, drill shed camp, and Kalihi detention camp, etc.	44.00
	2119	Original Singers' Bakery	Bill—bread, pies, and cakes for Kalihi detention camp, pesthouse, battery camp, pesthouse annex, laborers, etc.	72.00
	2120	Pacific Hardware Co...	Bill—galvanized round tubs, whitewash brushes, galvanized buckets, agate cups, hasp and staples, lantern globes, nails, etc., sundry hardware.	94.00
	2121	Henry May & Co.....	Bill—eggs, cheese, oranges, soap, asparagus, peaches, cherries, tea, and sundry groceries and fruits.	74.00
	2122	Chas. Wilcox, secretary.	Pay roll—extra guards and messenger between Pali and Mokapu, 81 days.	77.00

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. May 25	2123	Chas. Wilcox, secretary.	Pay roll—extra guards and messengers between Pali and Mokapu, 29 days.	\$72.50
		.....do	Pay roll—carpenters and helpers, Kahului, Maui.	161.07
31	2125	Dr. T. B. Claphan	Bill—medicines and professional services attending on horses used in maintenance at Pali, Mokapu, and Halawa.	73.00
	2126	Pacific Hardware Co ...	Bill—paints, dandy brushes, currycombs, harness rings, nails, rope, hitching rings, etc., used in maintenance guards at Pali, Mokapu, and Halawa.	6.97
	2127	Hackfeld & Co	Bill—sauerbrunnen, cigars, sherry wine, whisky, beer, etc., for Mounted Reserve Volunteers, while guarding at Halawa Ridge, Pali, and Mokapu Point.	150.50
	2128	Gehring & Butzke	Bill—piping and fittings, plumbers' supplies, and labor, etc.	1,809.90
	2129	American Livery Stables	Bill—hire of team and surrey, taking sundry packages for house at Makapuu Point for use of guards, etc.	6.00
	2130	Fashion Stables Co	Bill—board of horses of guards at Mokapu points, Nuuanu, Pali, and Halawa.	304.30
	2131	Citizens sanitary committee, by J. H. Fisher, treasurer.	Bill—cash advanced for sundry rat bounty	164.85
	2132	L. B. Kerr & Co	Bill—pajamas, trousers, bonnets, towels, napkins, blankets, spreads, mosquito nets, sheets, table cover, etc., for drill shed camp, Kalihi detention camp, kerosene warehouse camp, etc.	1,424.30
	2133	Bishop & Co., for S. Keilinoi.	Bill—poi supplied Camp Wood, Kahului, Maui ...	84.00
	2134	.....do .....	.....do	43.00
	2135	Honolulu Stock Yards Co.	Bill—horse and wagon hire, horse feed, etc., for guards at Mokapu Point, Pali, and Halawa.	25.00
	2136	Rach department, Oahu R. R. and Land Co., H. M. Von Holt, trustee.	Bill—damages for 3 horses killed, loaned to guards at Mokapu Point, Pali, and Halawa.	155.00
	2137	Honolulu Stock Yards Co.	Bill—horse hire and board of horses for guards at Mokapu Point, Pali, and Halawa.	130.50
	2138	Club Stables Co	Bill—board of horse and moving Pali camp for guards, etc.	14.00
	2139	Gomes Baggage Express.	Bill—express hire, hauling mattresses to military headquarters and sundry boxes to police station, etc.	11.75
	2266	Chas. Wilcox, secretary.	Pay roll—laborers, moving furniture	8.00
	2267	Chas. Wilcox, for J. J. Combs.	Pay roll—barley and bran furnished Camp Wood at Kahului, Maui.	5.00
	2276	Chas. Wilcox, secretary.	Pay roll—assistant to general commissary, 15 days.	15.00
	2277	.....do	Pay roll—assistant to general commissary, 20 days.	20.00
	2278	.....do	Pay roll—assistant to general commissary, 22 days.	38.00
	2279	.....do	Pay roll—assistant to general commissary, 28 days.	28.00
	2280	.....do	Pay roll—assistant to quartermaster and general commissary, 24 days.	48.00
	2281	.....do	Pay roll—laborers, moving furniture	8.75
	2282	.....do	Pay roll—superintendent, guards, and laborers, Kalihi detention camp.	112.00
	2283	E. R. Hendry	Bill—services as private secretary to president of board of health, one-half month of May, 1900.	100.00
	2284	J. D. Avery	Bill—services as stenographer to board of health, one-half month of May, 1900.	40.00
De 5	2332	R. F. Daly	Bill—1 coal-oil stove, 1 tent, and 2 kettles for drill-shed camp.	36.00
	2333	J. F. Morgan, agent Love estate.	Bill—use of bakery premises by the Chinatown cleaning gang, 9 days in January, 1900.	90.00
	2334	.....do	Bill—use of bakery premises by the Chinatown cleaning gang, 5 days for February, 1900.	50.00
	2335	E. E. Hitts	Bill—use of sails at drill-shed camp for month of February, 1900.	70.00
	2336	Henry May & Co	Bill—rice, sugar, corn starch, macaroni, butter, potatoes, eggs, codfish, and sundry groceries, etc.	93.05
	2337	Gehring & Butzke	Bill—pipes and fittings, plumbers' supplies, etc., and labor, as per agreement with board of health.	2,189.31
	2338	I. I. S. Nav. Co	Bill—3 dozen brass grommets .....	.60
	2339	G. H. Parish	Bill—extra cost of pumping water at kerosene warehouse station to a greater lift than proposed, etc.	20.00

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount
1900. June 5	2340	John Nott	Bill—piping and fittings, plumbers' supplies, and labor furnished drill-shed camp, disinfection and fumigation, etc.	34
	2341	S. Ozaki	Bill—suits of clothes, kimonos, hosiery, cotton crepe, threads and needles, and sundry dry goods, and Japanese groceries and provisions.	1
	2342	Mrs. Ida J. S. Weedon..	Bill—6½ dozen choice eggs	7
	2343	Hawaian Hardware Co.	Bill—nails, yard brooms, hooks, charcoal iron, hoes and handles, rakes, hayforks, and sundry hardware for kerosene warehouse camp, Kalihī detention camp, Kakaako camp, etc.	2.1
	2344	Pacific Hardware Co ...	Bill—hinges and screws, pearl oil, hammers, and sundry hardware, tools, and implements.	17
	2345	California Feed Co	Bill—hay and grain	6
	2346	E. O. Hall & Son	Bill—machine bolts, large screws, rope, heavy twine, cuspidors, harness dressing, padlocks, copper wire, pipes, snips, screw-driver, 1 Winchester rifle and cartridges for same, paint brushes, lampblack, floor paint and sundry hardware, tools, and implements, pipe fittings, etc.	12.2
	2347	Oahu R. R. & Land Co .	Bill—special trains to Kalihī detention camp, morning and night, for workmen erecting buildings, etc., Sundays included, and sundry freight on provisions, etc.	25
	2348	Honolulu Stockyards Co.	Bill—board of horses, etc., for guards Nuuanu, Pali, etc.	27
	2349	American Livery Stables.	Bill—hire horse and buggy, taking provision to Pali, and 1 team for inspection and taking provisions to Mokapu Point for guards, etc.	10
	2350	Club Stables & Co	Bill—hire of horse and wagon and boarding 1 horse for guard, etc.	17
	2351	Charles Wilcox, secretary.	Pay roll—general commissary and quartermaster in charge of general distribution of provisions, 14½ days.	45
	2352	Honolulu Iron Works Co.	Bill—1 36-inch boiler (vertical) and fitting complete for Aala warehouse.	9.2
	2353	.....do	Bill—corrugated iron, screws and washers, spikes and nails, R. W. and N. W. lumber, bricks and cement, rope, packing, steel plates, galvanized pipes, steam coal, cartage and labor in construction of floor and roof of Aala warehouse.	7
	2354	F. J. Wilhelm	Bill—services surveying and appraising of buildings condemned to be burned during April, 1900.	15
	2355	John Ourderkirk .....	.....do	7
	2356	Miss De Cew	Bill—typewriting 8 folios of matter for president of board of health at night.	4
	2357	Charles Wilcox, secretary.	Pay roll—guards, teamsters, and superintendent, Wailluku, Maui.	26
	2359	.....do	Pay roll—patrol guards, Hana, Maui	16
	2360	.....do	Pay roll—inspectors and guards, Hana, Maui	29
	2361	.....do	Pay roll—guards, Honoumā, Hana, Maui	17
	2362	.....do	Pay roll—guards, Makawao, Maui	7
	2363	.....do .....	.....do	7
	2364	.....do .....	.....do	4
	2365	Fashion Stables Co	Bill—use of team and wagonette to remove family to detention camp from Punchbowl street, etc.	7
	2366	J. Emmeluth & Co	Bill—rents of 4 enameled tubs loaned to board of health.	12
	2367	Hoffman & Vettlesen...	Bill—rain coats, teaspoons, time books, machine oil, castor oil, blankets, shoes, soap, ribbons, galvanized tubs, salt, tobacco, pipes, rice, straw hats, and sundry groceries and provisions, clothing, etc., Wailluku, Maui.	29
	2368	Iao Stables	Bill—hack hire, horse hire, furnished board of health physicians, guards, police officers traveling to and from detention camp, Kahului, Maui.	32
	2369	Mrs. L. Von Tempaky ..	Bill—hire of 1 horse, saddle, and bridle, 7 days, for superintendent of Camp Wood, Kahului, Maui.	10
	2370	Fred W. West	Bill—care of saddle and horse, 16 days	5
	2371	M. S. Grinbaum & Co ..	Bill—20 sacks of rice for Kahului detention camp, Maui.	14
	2372	Kahului R. R. Co	Bill—rice, sugar, tea, corn beef, salmon, pilot bread, kerosene oil, etc., furnished Camp Wood, Kahului, Maui.	7
	2373	Iao Stables	Bill—hack hire furnished board of health physicians at Kahului, Maui.	14

EXPENSES BUBONIC PLAGUE—Continued.

ite.	No.	Name, etc.	Nature of payment.	Amount.
5	2374	Hoffman & Vettlesen ..	Bill—mosquito netting, coffee, fruits, baking powder, sugar, stationery, hasp and staples, padlocks, knives and forks, ham and bacon, and hay and grain, and sundry groceries and provisions, dry goods and clothing, cutlery, etc., for Kahului, Maui.	\$72.85
	2375	Chas. Wilcox, secretary.	Pay roll—keeper warehouse camp and kerosene camp, 2 days.	6.67
13	2378	C. B. Reynolds	Bill—cash advanced for hack hire, labor for repairing engine, and services of guards.	67.07
15	2388	E. Fickett	Bill—lumber furnished for fencing at Kakaako, Vineyard street and Liliha street.	184.70
	2389	Hoffmann & Vetlesen ..	Bill—envelopes, tea, and onions furnished Kahului camp.	2.75
	2390	United Carriage Co.	Bill—hack hire furnished board of health physicians, agents, and secretary, and also for carriage in attendance at board of health for 19 days and 18 nights.	211.25
	2391	People's Ice and Refrigerating Co.	Bill—380 pounds ice during month of April, 1900, for battery camp.	3.80
	2392	Benson Smith & Co.	Bill—2 barrels Hercules fluid and freight prepaid to Kahului, Maui.	37.00
	2393	Iao stables	Bill—hack hire for deputy sheriff and physician to Waihee and return (Maui).	4.00
	2394	Dr. John Weddick	Bill—post-mortem examination in re death of Ah Ho (Maui).	25.00
	2395	.....do	Bill—post-mortem examination in re death of Kekapewai, Wailuku, Maui.	25.00
	2396	Maui News	Bill—advertising and printing (Maui)	19.00
20	2404	Chas. Wilcox, secretary.	Pay roll—luna, for widening and cleaning channel in Waiolama swamp, Hilo, Hawaii.	28.50
	2405	G. A. Long	Bill—hack hire for president board of health 28 days during month of March, 1900.	280.00
	2406	Dr. G. A. Hodgins	Bill—professional services rendered at drill-shed camp.	132.01
	2407	Chas. Wilcox, secretary.	Pay roll—superintendent, assistant superintendent, and laborers, at Aala warehouse.	275.00
	2408	M. A. & A. F. Tavares ...	Bill—milk furnished Kahului quarantine month of February, 1900.	46.50
	2409	Paia Plantation store ..	Bill—washtubs, clothespins, starch, buckets, barley, kerosene oil, rice, bran, and sundry provisions furnished Kahului quarantine, Maui.	73.70
	2410	Haleakala Ranch Co ...	Bill—pork and eggs furnished Kahului quarantine, Maui.	103.10
	2411	Mrs. L. Von Tempsky ..	Bill—hire of 1 horse, saddle and bridle, 13 days during month of February, 1900, Kahului, Maui.	19.50
	2412	Haiku Sugar Co	Bill—disinfectants furnished Kahului quarantine, Maui.	8.95
	2413	J. L. W. Zumwalt	Bill—mosquito netting, complete, stove, buckets, saw, and claw hammer, Kahului, Maui.	15.75
	2414	Maui Soda and Ice Works.	Bill—28 dozen soda, 640 pounds ice, and 12½ days' use of team for Kahului quarantine, Maui.	63.20
	2415	William Goodness	Bill—kerosene oil, potatoes, poi, vegetables, bacon, codfish, mattresses and pillows, and hack hire furnished to physicians, guards, carpenters, and laborers at Kahului quarantine, Maui.	114.05
	2416	Peter E. Kanana	Bill—cartage on lumber, salt water, and buckets for Kahului, Maui.	36.00
	2417	Ching How	Bill—63 meals and bread furnished Kahului quarantine, Maui.	18.05
	2418	Hoon Wo	Bill—tea, Chinese bowls and chopsticks, etc., Kahului, Maui.	26.50
	2419	Iao saloon	Bill—whisky and gin, Kahului quarantine, Maui.	6.50
	2420	Bow On Tong	Bill—Chinese bowls and chopsticks, Kahului, Maui.	3.80
	2421	Wailuku stables	Bill—hack hire, guards, Kahului, Maui	4.00
	2422	Awana	Bill—165 pounds pork, 3 bunches bananas, and 3 bags potatoes, Kahului, Maui.	31.50
	2423	Antone Borba	Bill—13 pairs blankets, Kahului, Maui	26.50
	2424	Wing Yee Sing	Bill—2 boxes tea, Kahului, Maui	5.50
	2425	Lee Hop	Bill—mattresses and pillows, Kahului, Maui	8.25
	2426	A. J. Rodrigues	Bill—15 pairs blankets, Kahului, Maui	24.75
	2427	A. Enos & Co	Bill—blankets, baskets, butter, bowls, vaseline, 1 mirror, sirup, sulphur, and tobacco, Kahului, Maui.	36.15

HAWAIIAN INVESTIGATION.

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. June 20	2428	A. Enos & Co	Bill—beef, pork, eggs, bread, vegetables, etc., for Camp Thomas, Camp Woodsworth, custom-house guards, and detention camp, Kahului, Maui.	\$522 28
	2429	Paia plantation	Bill—2,075 loaves bread, Kahului, Maui	86 45
	2430	Paia plantation store...	Bill—table fruits, asparagus, corned beef, sardines, and crackers and cocoa, Kahului, Maui.	7 00
	2431	Chirauka Toicho	Bill—6 chickens, Kahului, Maui	3 28
	2432	W. E. Edmonds	Bill—50 pounds green coffee, Kahului, Maui	5 00
	2433	Kahului R. R. Co.....	Bill—use of locomotive during month of March, 1900, and supplying water to the Kahului quarantine, Maui.	432 30
	2434	Hawaiian Com. and Sugar Co.	Bill—hay and grain, codfish, salmon, dandy brush, sugar, Mason's blacking, table salt, lard, rice, saloon pilot bread, potatoes, kerosene oil, and sundry table fruits, Kahului, Maui.	158 00
	2435	.....do	Bill—17 barrels lime and 1 gallon methyl spirits, Kahului, Maui.	42 25
	2436	Ching How	Bill—bread furnished for 7 days, Kahului, Maui.	1 40
	2437	J. Yasumori	Bill—1 dozen lanterns, Kahului, Maui	1 75
	2438	Awana	Bill—pork, beef, eggs, cabbage, and sundry vegetables, Kahului, Maui.	108 50
	2439	Kalei store	Bill—poi, box Chinese tea, Kahului, Maui	40 50
	2440	Aki	Bill—196 meals, Kahului, Maui	42 40
	2441	A. Enos & Co	Bill—meat furnished 19 days, Kahului, Maui	3 75
25	2558	Chas. Wilcox, secretary.	Pay roll—guards A. G. Serrao while in quarantine, Hilo, Hawaii.	70 40
	2559	James M. Cameron	Bill—10 pounds zinc, 1 sheet tin, and labor on 1 box for body millwork.	14 75
	2560	Wilders S. S. Co	Bill—passage F. C. Eaton, Hilo to Honolulu, with package for board of health in Mrs. Serrao's case (plague patient), Hilo, Hawaii.	12 50
	2561	Volcano Stables and Transportation Co.	Bill—hack hire furnished to physicians, agents, also express hire during month of February at Hilo, Hawaii.	50 75
	2562	H. Hackfeld & Co	Bill—n. w. t. g. lumber, n. w. and r. w. lumber, doors, and 200 feet lattice, used in building pest house on Puna road, Hilo, Hawaii.	105 75
	2563	.....do	Bill—w. s. bolts, galvanized wires and cut nails, butts and hinges, brads, rim locks, T hinges, r. w. n. w. lumber and millwork, pest house, Puna road, Hilo.	54 75
30	2724	Chas. Wilcox, secretary.	Pay roll—laborers' hospital, Kalihi detention camp.	5 00
	2725	.....do	Pay roll—keeper and laborers, Aala warehouse, month of June, 1900.	211 00
July 5	2730	Geo. P. Tulloch	Bill—services as sanitary inspector, district of Kohala, for month of March, 1900.	75 00
10	2736	Hawaiian Com. and Sugar Co.	Bill—hay and grain, lanterns, buckets, crackers, condensed milk, sugar, agate cooking utensils, cutlery, canned groceries, towels, shirts, undershirts, overalls, tea, coffee, lard, coffee mill, canned meats, stationery, stove, soap, and sundry articles furnished, Kahului, Maui; also lot of bedding, sheeting, mattresses, etc.	4,587 50
	2736	Mike Costello.....	Bill—hack hire, reporting case of Japanese woman on King street.	2 00
	2738	Henry May & Co	Bill—salmon, salt, coffee, sugar, flour, potatoes, condensed milk, soap, bread med., hay and grain, kerosene oil, rice, canned meats, jams, oranges, tea, lard, canned fruits, onions, canned oysters, tumblers, and crockery ware, and sundry goods.	1,410 50
	2739	Sang Yuen Kee.....	Bill—2 tin rice covers.....	4 00
	2740	Ah Hoy	Bill—hack hire, 4 hours.....	6 00
	2741	Goo Kim	Bill—20 pairs ladies' shoes and 2 dozen hose	27 50
	2742	Hawaiian Chinese News Co.	Bill—printing lot of posters.....	12 50
	2743	J. F. Colburn.....	Bill—cash advanced for hack hire.....	10 50
	2744	Criterion Saloon	Bill—2 cases beer, to battery camp	20 00
	2745	Honolulu Planing Mill.	Bill—soft R. W. lumber, rustic, moldings, segments, window and door frames, giant powder, fuse, and cartage of men and tools to Kalihi detention camp for foreigners.	541 00
	2746	.....do	Bill—moldings, casings, assorted finishing nails, hinges and straps, dressing N. W. and R. W. lumber, etc.	432 00
	2747	Yee Hop.....	Bill—potatoes, condensed milk, sugar, and kerosene oil.	61 00
14	2749	Dr. Katsumura.....	Bill—services at Kalihi detention camp as per oral agreement from Jan. to Mar. 31, 1900.	100 00

EXPENSES BUBONIC PLAGUE—Continued.

Ac.	No.	Name, etc.	Nature of payment.	Amount.
Q.				
14	2750	J. J. Plonsky for Kahananui,	Bill—2 days' labor at Aala warehouse.....	\$4.00
	2751	Chas. Wilcox, secretary.	Pay roll—foreman and laborers, Aala warehouse.	108.00
20	2755	Chas. Wilcox for Domingos Ferreira.	Bill—use of 3 horses on inspection duty at Kamoi-lili 7 days.	10.50
	2756	Tai Loy Laundry.....	Bill—laundering of towels, spreads, sheets, aprons, and tablecloth, board of health office, for January, 1900.	4.55
	2757	.....do	Bill—laundering 8 dozen towels, board of health office, for February, 1900.	2.00
	2758	H. Kinwai.....	Bill—2½ cases kerosene oil furnished to fire department.	12.50
31	2994	Wilders S. S. Co	Bill—special trip of S. S. Lehua 1½ days, as per agreement.	187.50
	3120	Chas. Wilcox, secretary.	Pay roll—assistant commissary for 22 days, February, 1900.	38.00
	3121	P. Lewis.....	Bill—services of self and boat taking provisions and guards from mainland to Cocoanut Island while Serrao family was in quarantine, 15 days, Hilo, Hawaii.	30.00
	3122	Chas. Wilcox, secretary.	Pay roll—guards, guarding Abdul's house at Waiakea, Hilo, Hawaii.	6.00
	3123	L. M. Baldwin, sheriff..	Pay roll—superintendent of Camp Wood, Kahului, Maui, for month of June, 1900.	50.00
	3124	Chas. Wilcox, secretary.	Pay roll—guards at Lihue, Kauai, for March, 1900.	220.00
	3125	.....do	Pay roll—foreman and laborers, Aala warehouse, for July, 1900.	106.00
4	3133	C. R. Collins	Bill—cash advances for panes glass, labor of painting, and hauling of stock, and 1 day's rent.	100.95
10	3138	Chas. Wilcox, secretary.	Pay roll—cooks, stewards, waiters, dishwashers, and room boys (for white people of block No. 19, drill shed camp).	257.11
31	3438	San Francisco consulate receipts.	Bill—telegram to Surgeon-General Wyman	2.95
	3439	Chas. Wilcox, secretary.	Pay roll of agent board of health, Kahului, Maui, 20 days during month of February, 1900.	50.00
	3440	.....do	Pay roll of agent board of health, Kahului, Maui, for March, 1900.	75.00
	3441	.....do	Pay roll of agent board of health, Kahului, Maui, for April, 1900.	75.00
5	3449	Ah Foo.....	Bill—23 bales hay (native grass), Kahului, Maui.	5.75
	3450	American Livery Stables (J. Carty).	Bill—use of horse 21 days.....	42.00
	3451	L. A. Andrews	Pay roll—masons, work on rat-proof fence, pest-house, Hilo, Hawaii.	18.00
	3452	.....do	Pay roll—luna of prisoners cleaning swamp at Waiolama, Hilo, Hawaii, 7 days.	10.50
	3453	Bank of Hawaii, for C. H. Brown.	Bill—material and labor supplied for quarantine house on Cocoanut Island; 1 6-inch stovepipe cap and labor putting up stove.	3.75
	3454	Catton, Neill & Co.....	Bill—material and labor repairing No. 2 sewerage scow.	3.00
	3455	Club Stables.....	Bill—hack hire furnished board of health agents and physicians.	3.50
	3456	Thomas Carry	Bill—hack hire	1.00
	3457	Chin How	Bill—coffee, 4 dishes, knife and fork, Wailuku, Maui.	1.50
	3458	City Carriage Co.....	Bill—hack hire furnished board of health agents and physicians.	21.00
	3459	D. G. Camarinos.....	Bill—1 tin of oysters	1.25
	3460	.....do	Bill—eggs, lemons, etc., for Kalihi Hospital.....	40.10
	3461	.....do	Bill—oranges, apples, nuts, bananas, grapes, and sundry fruits, Kalihi Hospital.	11.30
	3462	R. W. Daly	Bill—hack hire furnished board of health agents and physicians.	2.25
	3463	A. Enos & Co	Bill—teaspoons, knives and forks, and 5 pounds of butter, Wailuku, Maui.	3.00
	3464	.....do	Bill—beef, vegetables, hack hire, pork, charcoal, cups and saucers, and sundry provisions and crockery ware, Wailuku, Maui.	413.65
	3465	Enterprise Dairy (Sylvano B. Nobriga).	Bill—1,322 quarts of milk for month of March, 1900.	132.20
	3466	Dr. J. J. Grace.....	Bill—1 post-mortem examination of a Japanese at Hilo, Hawaii.	25.00
	3467	.....do	Bill—post-mortem of a Chinaman at Pepekeo, Hilo, Hawaii.	25.00
	3468	Histace & Co	Bill—1 double load of blocks, new scow to shop, for sewerage scow.	1.50
	3469	.....do	Bill—sundry drayage and hauling of rubbish, etc., from various camps to dump.	71.75

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Sept. 5	3470	Histace & Co	Bill—sundry cartage, hauling rubbish from Honuakaha camp to dump.	\$7.75
	3471	Haleakala Ranch Co ...	Bill—3 pigs, Makawao, Maui	2.50
	3472	Hobron Drug Co.....	Bill—medicines and medical supplies for pest-house.	1.00
	3473	E. O. Hall & Son	Bill—rent of 4 shotguns and cartridges to armed guards at pass head of Kalihi Valley.	6.00
	3474	Hollister Drug Co	Bill—12 boxes of slides and 10 boxes cover glasses, pest hospital.	2.50
	3475	Hilo Drug Co.....	Bill—medicines and medical supplies furnished, Hilo, Hawaii.	1.00
	3476	Hawaiian Commercial and Sugar Co.	Bill—labor furnished at Kahului, Maui, for guards, detention camp, and carpenters, and laborers building rat-proof fence.	25.00
	3477	I. I. S. S. Nav. Co.....	Bill—1 barrel of pitch, manila rope, 1,800 deck plugs.	1.00
	3478	.....do	Bill—1 cabin passage, Dr. Garvin, from Maalaea to Honolulu.	1.00
	3479	.....do	Bill—use of steam boiler 48 days, cost and fitting up boiler, cartage to and from drill shed (fumigation and bath house).	1.00
	3480	Kahului R. R. Co.....	Bill—wheelbarrows, picks, shovels, steel crow-bars, spokes, and cement for Kahului, Maui.	7.00
	3481	.....do	Bill—107,328 pounds corrugated iron, used around Kahului rat-proof fence, lumber used on same, 4,563 feet, 163 R. W. posts, nails, hinges, etc.	1,500.00
	3482	Abraham Kekai.....	Bill—6 days' use of hack and driver	3.00
	3483	Lahui Hawaii Co.....	Bill—advertising sundry notices, etc	2.00
	3484	Metropolitan Meat Co..	Bill—sundry meats, ice, etc., board of health restaurant.	8.00
	3485	.....do	Bill—sundry meats, vegetables, ice, etc., battery camp.	14.00
	3486	.....do	Bill—sundry meats, vegetables, ice, etc., pest-house.	7.00
	3487	.....do	Bill—sundry meats, vegetables, ice, etc., pest-house annex.	3.00
	3488	.....do	Bill—beef, sundry meats, etc., to Apua block.....	1.00
	3489	.....do	Bill—beef, sundry meats, vegetables, ice, etc., for laborers' camp.	12.00
	3490	.....do	Bill—50 pounds of meat for Iwilei	1.00
	3491	.....do	Bill—10 pounds of meat for South street	1.00
	3492	.....do	Bill—beef, sundry meats, vegetables, ice, etc., for Kakaako detention camp.	25.00
	3493	.....do	Bill—beef, sundry meats, vegetables, ice, etc., for Kalihi detention camp.	2.00
	3494	Manl. Gregulho.....	Bill—27 sacks of spuds for Kahului, Maui	4.00
	3495	Tjomas Morrisay	Bill—Hack hire furnished to board of health physicians.	1.00
	3496	Neipers Express	Bill—Express hire 1 box and trunk from wharf to board of health office.	1.00
	3497	Oahu R. R. and Land Co.	Bill—freightage to Kalihi camp on 25 tubs of misu, coffee, provisions, etc.	1.00
	3498	Owl Drug Co	Bill—100 pounds sulphur and 2 bottles of creoline, Hilo, Hawaii.	1.00
	3499	Pacific Hardware Co ...	Bill—machine bolts, screws, washers, hinges, etc., for sewerage scow No. 2.	1.00
	3500	People's Express Co	Bill—sundry hauling from various places to camps of plants, beddings, mosquito nets, etc.	1.00
	3501	A. J. Rodrigues.....	Bill—cheese and curried fowl, Wailuku, Maui ...	1.00
	3502	Sam Sing & Co	Bill—10 cases of coal oil, Kahului, Maui.....	2.00
	3503	Sung Chung Quack Co ..	Bill—advertising passenger regulation	1.00
	3504	Dr. C. L. Stow	Bill—post-mortem examination on body of Hawaiian suspected plague case, Honokaa, Hawaii.	1.00
	3505	Sorenson & Lyle.....	Bill—18 days' labor calking sewerage No. 2.....	9.00
	3506	Hawaiian Commercial and Sugar Co.	Bill—jumpers, overalls, woolen shirts, common shirts, plow shoes, straw hats, socks, under-shirts, drawers, rice, table salts, condensed milk, soda crackers, lard, table spoons, toilet paper, etc., Kahului, Maui.	12.00
	3507	Mrs. Joseph P. Silva....	Bill—12 chickens and 1 dozen eggs, Kahului, Maui.	1.00
	3508	Wailuku Hotel	Bill—3 days' board of board of health agent, Wailuku, Maui.	4.00
	3509	Wall Nichols Co.....	Bill—sundry stationery and supplies	3.00
	3510	Wailuku Sugar Co.....	Bill—labor and material erecting rat-proof fence, 1 team one-half day hauling lumber for Camp Wood, labor erecting houses for foreigners at Camp Wood, and damages for pick and shovels destroyed with burnt bodies, Wailuku, Maui.	2.00
	3511	Yamati Shinbum.....	Bill—advertising in Japanese notice to passengers to interisland ports.	1.00

HAWAIIAN INVESTIGATION.

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EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. pt. 5	3512	American Livery Stable.	Bill—use of horse and buckboard 30 days during month of April, 1900.	\$105.00
	3513	Ah Chew Bros.....	Bill—assorted vegetables, fresh fish, etc., furnished to Kalihi detention camp.	74.04
	3514	L. A. Andrews.....	Pay roll—lunas for prisoners cleaning swamps at Waiolama, Hilo, Hawaii.	40.50
	3515	.....do	Pay roll—carpenters putting veranda rails on pesthouse, Hilo, Hawaii.	2.25
	3516	Ah Kip	Bill—bread, vegetables, eggs, etc., Wailuku, Maui.	36.50
	3517	Chas. Wilcox, for Ke Aloha Aina.	Bill—advertising sanitary regulations.....	27.00
	3518	Ke Aloha Aina	Bill—advertising notices in re raising of quarantine and in re meddling with rat traps.	10.00
	3519	Benson, Smith & Co	Bill—medicines and medical supplies for pesthouse, board of health office, and Aala warehouse.	81.60
	3520	Club Stables Co.....	Bill—board of horse during month of April for board of health agents.	20.00
	3521	City Furniture Store....	Bill—coffins, undertaking, etc., of plague patients from various camps to morgue and crematory.	178.50
	3522	Dairymen's Association.	Bill—3½ quarts of milk, and 1 can for Kalihi detention camp hospital.	2.92
	3523	J. Emmeluth & Co.....	Bill—labor and material on 3 spray pumps, charcoal, wire roofing nails, solder, acid, sheet zinc, and labor of tinsmith repairing roofing, Kalihi detention camp.	48.25
	3524	Enterprise Dairy.....	Bill—456 quarts of milk during month of April, 1900, for Kalihi detention camp hospital.	45.60
	3525	A. Enos & Co.....	Bill—hay and grain, kerosene oil, sugar, coffee, table fruits, lard, vinegar, tea, and sundry groceries, Wailuku, Maui.	27.05
	3526	.....do	Bill—450 pounds of beef, 5 pounds of pork, 50 pounds of sugar, Wailuku, Maui.	44.00
	3527	Hilo Mercantile Co.....	Bill—10 pounds of rope, Hilo, Hawaii	2.00
	3528	Hotel Hack Stand	Bill—hack hire furnished board of health agents.	8.50
	3529	Hawaiian Chinese News Co.	Bill—sundry advertisements of amendments of sanitary regulations in re interfering with rat traps, etc.	11.00
	3530	D. O. Hammon.....	Bill—repairing 2 halters and covering same with sheepskins (morgue).	2.00
	3531	J. A. Hopper	Bill—15 bags of Hawaiian rice and railroad freight to Kalihi detention camp.	94.25
	3532	Hustace & Co.....	Bill—1 cord of split wood for pesthouse.....	7.50
	3533	.....do	Bill—sundry drayage and hauling in Chinatown, etc.	1,062.50
	3534	Hollister Drug Co.....	Bill—2 6-pound tins buhach, board of health office.	6.00
	3535	.....do	Bill—medicines and medical supplies for pest hospital.	20.85
	3536	.....do .....	.....do	51.95
	3537	Hollinger Shoeing Shop.	Bill—shoeing horses of board of health agents and guards.	22.75
	3538	Fred Harrison	Bill—tar paper, cotton, nails, shingles, N. W. and T. and G. lumber, hooks and staples, T hinges, strap hinges, bolts, hasp and staples, galvanized wire, laths, glass, expressage, and labor furnished, also cartage for Aala fumigating warehouse.	588.41
	3539	Lum Kee	Bill—services taking inventory at Russian Frank lodging house.	2.00
	3540	Lee Sun	Bill—vegetables, fruits, fish, pork, etc., for pesthouse.	14.25
	3541	Lahui Hawaii Co.....	Bill—advertising notices, etc.....	9.00
	3542	M. W. McChesney & Sons.	Bill—salt, crackers, coffee, sugar, etc., for Kalihi detention camp.	56.47
	3543	Chas. Wilcox, for Makainana Printing House.	Bill—advertising sundry notices of regulations, etc.	42.88
	3544	Mutual Telephone Co..	Bill—3 months' rent of telephone, Kalihi detention camp, to June 30, 1900.	12.00
	3545	.....do	Bill—3 months' telephone rent, president's office, to June 30, 1900.	27.00
	3546	M. D. Monsarrat	Bill—2 mounted maps of Honolulu for president of board of health.	2.00
	3547	W. D. McWayne ...	Bill—board of horse, 30 days.....	15.00
	3548	Merchants' committee, A. Gartenburg, treasurer.	Bill—cash advanced for wages of keeper and laborers Aala warehouse, bicycle rent and additional premiums of insurance, Aala warehouse, etc., hack hire, coal, corrugated iron, etc.	1,521.30

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount
1900. Sept. 5	3549	Metropolitan Meat Co..	Bill—225 pounds of meat and 30 pounds of chops, laborers camp.	51
	3550	.....do	Bill—sundry meats, beef, ice, etc., battery camp.	1
	3551	.....do	Bill—beef, sundry meats, vegetables, ice, etc.....	41
	3552	Manufacturing Harness Co.	Bill—1 gallon harness dressing, castile soap, axle grease, repairs to harness, etc.	
	3553	Peoples Ice and Refrigerator Co.	Bill—1,160 pounds ice for month of April 1900, for pest hospital.	
	3554	.....do	Bill—250 pounds ice for laboratory, 300 pounds ice for president office, for month of April 1900.	
	3555	W. C. Peacock & Co.....	Bill—1 gallon river whisky and demi-john for Kalihl detention camp hospital.	
	3556	Original Singers Bakery	Bill—120 loaves of bread for pest house.....	
	3557	.....do	Bill—66 loaves of bread for battery camp.....	
	3558	.....do	Bill—150 loaves of bread for laborers camp.....	
	3559	H. D. Silliman	Bill—services taking inventory at Russian Frank lodging house.	
	3560	S. J. Salter	Bill—rice, soap, sauce, etc., laborers' camp.....	1
	3561	Hawaiian Commercial and Sugar Co.	Bill—overalls, jumpers, underdraws, corned beef, lard, sugar, etc., Kahului, Maui.	
	3562	Union Feed Co.	Bill—hay and grain.....	1
	3563	W. L. Wilcox	Bill—3,305 pounds of poi for Kalihl detention camp.	11
	3564	Wall Nichols Co.....	Bill—stationery and sundry supplies	1
	3565	Fred W. West.....	Bill—feed of horse 25 days during month of April 1900.	1
	3566	Chas. Wilcox	Bill—cash advanced for sundry rat bounties.....	1
	3567	Yamato Shinbum	Bill—sundry advertisements and printing, etc.....	1
	3568	Awana	Bill—1 dozen books and one-half dozen lead pencils, Makawao Maui.	
	3569	Haleakala Ranch Co. for Aiona & Co.	Bill—hauling fresh beef from Haleakala Ranch to Paia depot; 4 containers of beef, and 302 pounds of salt beef, Kahului, Maui.	1
	3570	Bismark Stables.....	Bill—potatoes, coal oil, bread, poi, blankets, bacon, codfish, mattresses, and pillows, cartage and sundry hack hire for board of health agents and physicians, and laborers to and from various camps, etc., Kahului, Maui.	2
	3571	John Clark	Bill—hack hire for board of health physicians.....	
	3572	.....do	Bill—hack hire for board of health agents.....	
	3573	City Carriage Co .....	.....do.....	
	3574	Chung Jack	Bill—9 days services rendered in barrack camp as a cook.	
	3575	R. W. Davis.....	Bill—hack hire furnished board of health agents and physicians.	1
	3576	A. K. Forsyth	Bill—canned beef, crackers, coffee, etc., Makawao, Maui.	
	3577	Antone Fernandez, jr..	Bill—hack hire from Paia to Pauwela and back Kahului with 4 Chinese, Maui.	1
	3578	Hollister Drug Co	Bill—medicines and medical for laboratory, bacteriologists station, receiving station, etc.	
	3579	Kahului R. R. Co.....	Bill—coal, railroad ties, coal tar, etc., used in crematory, Kahului, Maui.	10
	3580	.....do	Bill—galvanized nails, R. W. posts, N. W. lumber, and sundry building material for Wailuku, fence, Wailuku, Maui.	10
	3581	.....do	Bill—labor furnished, 2 carpenters 16 days each, etc., Kahului, Maui.	4
	3582	Alexander & Baldwin for Kihei plantation store.	Bill—rice, rice pans, corned beef, salmon, etc., for Kihei, Maui.	5
	3583	Kaonohi.....	Bill—hack hire furnished board of health officers, physicians, police officers to Kahului and return, etc., Wailuku, Maui.	
	3584	L Ah Leong	Bill—10 pounds saloon pilot bread, 10 pounds sugar, etc., for general commissary.	1
	3585	.....do	Bill—rice, chop sticks, pearl, etc., for general commissary.	8
	3586	.....do	Bill—1,400 pairs of chop sticks, Kawaihae Church	2
	3587	.....do	Bill—Buckets and spoons, butcher knives, chop sticks, lanterns, dish pans, wash tubs, bamboo brooms, Chinese bowls, table salts, sugar, salt eggs, matting, brand and barley, ladies' dresses, ladies' pants, men's pants, tooth brushes, and sundry clothing, groceries, stationery, etc., for kerosene warehouse.	10
	3588	Jas. H. Hunt	Bill—cash advanced for hack hire for fire commissioners in connection with sanitary fire during the month of January, 1900	30
	3589	Chun Jack	Bill—9 days' services rendered in the barracks camp as a cook.	9

EXPENSES BUBONIC PLAGUE—Continued.

ate.	No.	Name, etc.	Nature of payment.	Amount.
100. t. 5	3590	John Clark	Bill—hack hire for board of health physicians, battery camp.	\$1.50
	3591	.....do	Bill—hack hire for board of health physicians ...	1.25
	3592	.....do	Bill—hack hire for president of board of health, 1 hour.	1.00
	3593	Fashion Stables	Bill—hack hire for 2 hours, board of health agent.	2.00
	3594	Chas. Dickerson!	Bill—hack hire for 2 hours, disinfection and fumigation.	2.00
	3595	R. W. Davis	Bill—hack hire furnished board of health agents and physicians.	4.25
	3596	C. Fisher (Star Express Co.).	Bill—load of women and children from Kapuukolo to Kakaako camp, and 2 loads of Chinese women to Kawaiahao camp.	4.00
	3597	Joe Flores, jr.	Bill—hack hire furnished police officers, guards, etc., on business connected with bubonic plague.	2.75
	3598	Hawaiian Hardware Co.	Bill—100 feet of fuse for big fire of January, 1900.	1.00
	3599	Hilo Mercantile Co.	Bill—sperm oil, R. W. posts, pine wood, rakes, etc., for use of prisoners cleaning town, staples, fence wire, wire netting and staples, whitewash brushes, and sundry building material, Hilo, Hawaii.	34.51
	3600	H. Hackfeld & Co	Bill—sulphur, stove kettles, galvanized tubs, manila rope, spray pump, and sundry hardware, Hilo, Hawaii.	19.45
	3601	.....do	Bill—Nails, tacks, whitewash brushes, rim locks, coal tar, white lead, butts and screws, bolts, and sundry hardware, and paints and oil (repairs to quarantine house, Coconut Island, Hilo, Hawaii).	30.45
	3602	.....do	Bill—N. W. lumber, R. W. lumber, T. and G. lumber, 1 800-gallon R. W. tank, doors and locks, butts and screws, cut galvanized and finishing nails, sashes, and sundry building material used on quarantine building, Hilo, Hawaii.	175.22
	3603	.....do	Bill—N. W. lumber, shingles, R. W. lumber, doors, sashes, window stops, steel butts, rasp screws, R. W. tank, mill work, and sundry building materials used on pesthouse on Puna road, Hilo, Hawaii.	333.72
	3604	Hawaiian Gazette Co. ...	Bill—printing 1,000 permission blanks and 6 copies P. C. A. for superintendent of disinfection and fumigation.	5.30
	3605	Hawaiian Chinese News Co.	Bill—advertising notice forbidding persons to enter burnt places, etc.	12.00
	3606	Arthur Johnston	Bill—medicines and medical supplies furnished bacteriological department.	9.50
	3609	L. Ah Leong	Bill—1½ dozen lanterns and 1 case saloon pilot bread for kerosene warehouse camp.	16.75
10	3610	Benson Smith & Co	Bill—medicines and medical supplies furnished quartermaster department, N. G. H.	12.70
	3611	Thomas Carey	Bill—hack hire furnished board of health, searching for plague suspect.	2.00
	3612	J. W. Chapman	Bill—crockery and express hire, 300 knives and forks, etc.	12.50
	3613	Hawaiian - Chinese News Co.	Bill—advertising notice forbidding persons concealing sickness, etc.	5.00
	3614	W. G. Irwin & Co., for Hilo Sugar Co.	Bill—use of 29 carts cleaning Hilo town and carting away refuse, etc., Hilo, Hawaii.	72.50
	3615	Mee Hong Kee	Bill—6 meals, board of health agents .....	.90
	3616	G. A. Long	Bill—hack hire furnished agents buying supplies, etc., for Kawaiahao camp.	10.00
	3617	Lau Chong	Bill—9 days' services rendered in barrack camp as cook.	9.00
	3618	Lum Ho .....	.....do	9.00
	3619	Lum Lock .....	.....do	9.00
	3620	Jos. R. Mills	Bill—35 sacks of potatoes	105.00
	3621	P. Maurice McMahon...	Bill—services typewriting proceedings of meetings of attorney-general with delegates of the various districts of the island of Hawaii on health and quarantine matters, during month of January, 1900, on U. S. S. Pathfinder, Hilo, Hawaii.	18.13
	3622	.....do	Bill—services as shorthand reporter at meetings of attorney-general with delegates of out districts of Hawaii and committees of fellow-citizens in re board of health matters and regulations, on board of the U. S. S. Pathfinder, at Hilo, Hawaii.	13.00
	3623	Henry May & Co	Bill—rice, salmon, corned beef, salt, etc., for Kawaiahao Church camp	95.65

EXPENSES BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Am.
1900. Sept. 10	3624	Man Shing	Bill—board of 5 mules and stabling on Smith street and labor for board of health.	
	3625	John Nott	Bill—piping and fittings, plumbers' supplies, labor, etc., work on bungalow, N. G. H.	
	3626	.....do	Bill—piping and fittings, plumbers' supplies, labor, etc., at Camp Jones, N. G. H.	
	3627	N. G. Wah	Bill—9 days' services rendered in barrack camp as cook.	
	3628	Pacific Hardware Co ...	Bill—15 cases of kerosene oil for kerosene warehouse camp.	
	3629	Rev. H. Kihara, for Roku Jubo.	Bill—services as dispensary attendant for 9 days at drill-shed camp.	
	3630	R. D. Silliman	Bill—Cash advanced for labor, interpreting, and appraising, moving goods, etc.	
	3631	Tong Chong	Bill—2 cases kerosene oil for drill-shed camp	
	3632	Volcano Stables and Transporting Co.	Bill—hack hire for police officers, board of health agents, etc., to and from various detention camps, Hilo, Hawaii.	
	3633	Dr. John Weddick	Bill—examining 547 Japanese immigrants	
	3634	Wilder & Co	Bill—N. W. and R. W. lumber furnished to Camp Jones, N. G. H.	
	3635	Hawaiian Commercial and Sugar Co.	Bill—labor furnished at Kahului: Quarantine guards, laborers, burning Chinese town, and detention camp guards, Kahului, Maui.	
	3636	.....do	Bill—bread, flour, sugar, rat paste, etc., for Kahului, Maui.	
	3637	Lahui-Hawaii Co	Bill—advertising, etc	
	3638	Lum Ho	Bill—9 days' services rendered at barracks camp as cook.	
	3639	Lum Lock .....	.....do	
	3640	Lau Chung .....	.....do	
	3641	Thomas Morrissey	Bill—hack hire furnished board of health physicians.	
	3642	.....do	Bill—31½ hours' hack hire, etc	
	3643	P. Maurice McMahon ..	Bill—5 hours' attendance shorthand reporting on Hilo agents of board of health meetings of agents and transcript of minutes of meetings.	
	3644	Henry May & Co	Bill—1 tin kerosene oil and 1 gross safety matches for office use.	
	3645	Ng Wah	Bill—9 days' services rendered in barracks camp as cook.	
	3646	Neipers Express	Bill—load of copper nails for government workshop.	
	3647	Nee Wo Lung	Bill—hard-tack and sardines for Makawao, Maui.	
	3648	Oahu R. R. and Land Co.	Bill—sundry freights on provisions and supplies, merchandise and dry goods, lumber, etc., to Kalihi detention camp.	
	3649	Potemkin & Hellbush ..	Bill—towels, hats, hat pins, slippers, etc., for Serrao family, Hilo, Hawaii.	
	3650	Rev. H. Kihara for Rokujubu.	Bill—services and dispensary attendant at drill shed camp, 23 days.	
	3651	Sam Yick	Bill—10 bags of rice and 2 cases of kerosene oil for Kahului, Maui.	
	3652	United Carriage Co	Bill—hack hire furnished government physicians.	
	3653	Wailuku Sugar Co	Bill—1 tin coal oil for burning houses, 2 teams hauling lumber for pesthouse, labor of men hauling ties and lumber, building fences, burning bodies, use of locomotive hauling ties and sundry cartage, for Wailuku, Maui.	
	3654	Yong Pin	Bill—canned meats and bread, Makawao, Maui.	
	3655	Young Nap	Bill—crackers and canned meat for Makawao, Maui.	
20	3830	Walter C. Weedon	Bill—extra compensation by agreement between board of health and military as commissary and quartermaster in charge of general distribution, for 11 days, December, 1899.	
	3831	.....do	Bill—extra compensation by agreement between board of health and military as commissary and quartermaster in charge of general distribution, for 31 days, January, 1900.	
	3832	.....do	Bill—extra compensation by agreement between board of health and military as commissary and quartermaster in charge of general distribution, for month of February, 1900.	
	3833	.....do	Bill—Felt and labor on same for N. G. H	
Oct. 15	3961	C. R. Collins	Bill—19 days' services assisting general commissary, for January, 1900.	
	3962	E. W. Henry	Bill—Hay and grain for citizens' sanitary committee.	
	3963	Union Feed Co	Bill—hack hire, Wailuku to Kahului and return, for appraising committee.	
	3964	Bismarck Stables		

EXPENSES BUBONIC PLAGUE—Continued.

Re.	No.	Name, etc.	Nature of payment.	Amount.
U.	3965	Cyrus T. Green	Bill—labor cremating 9 bodies of plague victims at Kahului, Maui.	\$85.00
	3966	A. Huggins	Bill—hack hire furnished board of health agents and physicians.	9.75
	3967	Kahului R. R. Co	Bill—4,088 feet N. W. lumber for repairs on fence and stalls on race track, Kahului, Maui.	114.46
	3968	.....do	Bill—N. W. lumber, R. W. posts, etc., used on fences around burnt district, Kahului, Maui.	473.26
	3969	.....do	Bill—N. W. lumber, flooring and ceiling, corrugated iron, doors, sashes, battens, nails, screws and washers, etc., for pesthouse, Kahului, Maui.	617.99
	3970	Maui Soda and Ice Works.	Bill—22 dozen soda for guards and officers at Kahului, Maui.	11.00
	3971	Union Feed Co	Bill—hay and grain for citizens' sanitary committee.	2.41
	3972	A. Huggins	Bill—hack hire furnished board of health physicians.	1.00
	3973	E. O. Hall & Son	Bill—galvanized buckets, harness dressing, chisels, planes, white paint, brushes, turpentine, galvanized hooks and hinges, sperm oil, wire netting, rifle cartridges, barrels of lime, carriage paint, whitewash, brushes and sundry hardware, tools, etc.	68.04
	3974	.....do	Bill—lead and red paints, turpentine, carriage bolts, wheelbarrows, pick handles, manila rope, etc., for garbage and excavator service.	67.20
	3975	Ke Aloha Aina	Bill—sundry advertisements, etc	17.00
	3976	Makaainana Printing House.	Bill—subscription to the Independent and advertising notices in re suspension of inspection, for citizens' sanitary committee.	4.00
	3977	Maui Soda and Ice Works.	Bill—use of team for 3 days and ice and soda furnished to Camp Wood, Kahului, Maui.	16.93
	3978	W. C. Peacock	Bill—6 dozen bottles whisky and 1 empty cask, for Kalihi detention camp hospital.	13.00
	3979	W. R. Riley	Bill—15 lights of glass and labor furnished drill-shed camp.	23.00
	3980	Wah Kee & Co	Bill—vegetables, eggs, fish, bread, etc., for Kahului, Maui.	129.91
	3981	Evening Bulletin	Bill—3 months' subscription to the Bulletin, for the Kalihi detention camp.	2.25
	3982	E. O. Hall & Son	Bill—rat traps, T-hinges, hasps and staples, screw-drivers, etc.	18.25
	3983	Hilo Telephone Co	Bill—rent of telephones for 2 months, Coconut Island, Hilo, Hawaii.	9.35
	3984	Honolulu Stock Yards Co.	Bill—board of horse 1 month and shoeing for board of health agents.	38.00
	3985	Honolulu Iron Works Co.	Bill—10 bags, steam and cartage of same, for Aala warehouse.	12.50
	3986	Kahului R. R. Co	Bill—butts and screws, N. W. lumber, battens, strap hinges and hasps, nails, whitewash brushes, etc., for Kahului, Maui.	41.28
	3987	Lewis & Co	Bill—coffee, bacon, ham, butter, onions, lemons, corned beef, oranges, lobsters, sugar, tomatoes, eggs, oysters, and sundry groceries, for Kalihi detention camp hospital.	34.30
	3988	Metropolitan Meat Co..	Bill—beef, sundry meats, vegetables, ice, etc., for plague hospital.	42.81
	3989	Maui Telephone Co	Bill—rent of telephones at detention camp at Kahului, for months of March and April, 1900.	14.00
25	4171	Chas. Wilcox, secretary.	Pay roll—clerk, Camp Wood, Kahului, Maui, 25 days.	75.00
	4172	.....do	Pay roll—laborers on sanitary-cleaning closets, etc., Camp Wood, Kahului, Maui.	155.25
	4173	L. M. Baldwin, sheriff...	Pay roll—superintendent and guards, Kahului, Maui.	206.00
	4174	.....do	Pay roll—guards, Kahului, Maui	70.00
r. 15	4557	Love's bakery	Bill—81 loaves of bread for Kalihi detention camp.	2.57
	4558	Jonathan Shaw, for Mrs. E. R. Robson.	Bill—rent of premises on Hotel street used by the board of health for fumigation station during plague epidemic.	92.70
				611,571.01
				13,428.99
				625,000.00

HAWAIIAN INVESTIGATION

UNPAID BILLS, BUBONIC PLAGUE.

Date.	No.	Name, etc.	Nature of payment.	Am.
1901. Sept. 15	412	California Feed Co	Bill—hay and grain furnished to board of health agent.	2
	413	Dairymen's Association.	Bill—114 quarts of milk at post hospital	1
	414	Fred Harrison	Bill—labor furnished on work at drill shed camp during the week ending Jan. 29, 1900, for carpenters and helpers.	1
	415	Hawaiian Chinese News Co.	Bill—advertising notice in re raising of quarantine, April, 1900.	
	416	Hustace & Co.	Bill—drayage and sundry hauling of rubbish, etc., from Honuakaha camp to dump during month of April, 1900.	17
	417	.....do	Bill—drayage and sundry hauling of rubbish, etc., from vineyard camp to dump during month of April, 1900.	4
	418	Hawaii Shinpo Sha.	Bill—advertising notice in re raising of quarantine.	
	419	.....do	Bill—advertising notice to passengers, etc.	2
	420	Love's Bakery	Bill—1,075 loaves of bread for Kalihl detention camp.	2
	421	Dr. R. P. Meyers.	Bill—amount allowed for balance due him for services rendered at drill shed camp and government dispensary from Jan. 20 to Apr. 30, 1900.	1
	422	Metropolitan Meat Co ..	Bill—beef, sundry meats, etc., furnished School street camp.	4
	423	Iao Stables.	Bill—hack hire furnished board of health physicians, etc., Wailuku, Maui.	11
	424	City Stables and Supply Co.	Bill—hack hire furnished board of health agents to Waiakea, Hilo, to Abdul's house, a plague patient (5 trips), Hilo, Hawaii.	4
	425	Hawaiian Chinese News Co.	Bill—advertising notices of raising quarantine, May, 1900.	5
	426	Hilo Drug Co.	Bill—medicines and transportation of same to Waiakea, Hilo, Hawaii.	5
	427	W. G. Irwin & Co.	Bill—20 tins of P & B paint, etc.	12
	428	Chas. Wilcox, secretary.	Pay roll—Luna, for prisoners for cleaning Waiolama Swamp, Hilo, Hawaii, 27 days.	4
	429	G. W. Lockington	Bill—1 coffin for Abdul, a suspect plague case at Waiakea, Hilo, Hawaii.	5
	430	Makaainana Printing House.	Bill—advertising quarantine notice.	7
	431	Merchants' committee, A. Gartenburg, treasurer.	Bill—cash advanced for superintendent and laborers at Aala warehouse during the month of May, 1900.	6
	432	Metropolitan Meat Co ..	Bill—steaks, chops, beef, sausages, vegetables, etc.	11
	433	U. S. Marine-Hospital Service.	Bill—exchange on New York draft for \$250, in payment for 200 bottles antiseptic serum.	2
	434	Original Singers Bakery.	Bill—60 loaves of bread to battery camp.	2
	435	Union Feed Co.	Bill—hay and grain.	9
	436	Volcano Stables and Transportation Co.	Bill—hack hire to Waiakea and return, Pole officers, board of health physicians, etc., in re burial of Abdul, a suspected plague case, Hilo, Hawaii.	2
	437	.....do	Bill—express wagon bringing Abdul's body from Waiakea quarantine house to graveyard, Hilo, Hawaii.	1
	438	W. L. Wilcox.	Bill—450 pounds of poi, Kalihl detention camp.	1
	439	W. W. Wright	Bill—bolts, springs, new spokes, new axles, in re repairs of wagons, etc.	5
	440	Yamato Shinbum.	Bill—advertising sanitary regulations board of health.	10
	441	J. Emmeluth & Co.	Bill—piping and fittings and labor furnished drill-shed camp.	9
	442	Iao Stables	Bill—hack hire furnished board of health physicians to Kahului and return, 3 trips, and 2 hours' waiting.	6
	443	Manl. Reis.	Bill—services of hack from Honolulu to Halawa and return with board of health agents.	12
	444	Fashion Stables Co	Bill—horse and buggy hire 9 days for superintendent of erection of detention camp.	31
	445	Benson, Smith & Co.	Bill—medicines and medical supplies for Aala warehouse, and 1 gallon methylated spirits for J. L. W. Zumwalt, agent board of health, Kahului, Maui.	72
	446	J. L. W. Zumwalt	Bill—services rendered as agent board of health at Kahului, Maui, for the month of May, 1900, and two-thirds month of June, 1900.	12
	447	Ah Chew Bros.	Bill—assorted vegetables for 14 days.	7
	448	Hustace & Co.	Bill—5 tons of coal and 1 ton of coke for crematory.	102
	449	California Feed Co	Bill—hay and grain for battery camp.	40
	450	Fashion Stables Co	Bill—15 days' use of horse and wagon for general commissary.	62

UNPAID BILLS, BUBONIC PLAGUE—Continued.

No.	No.	Name, etc.	Nature of payment.	Amount.
M. 15	451	Fashion Stables Co.....	Bill—28 days' use of saddle horse for board of health agent.	\$42.00
	452	.....do	Bill—hack hire for board of health agents	3.00
	453	Hustace & Co.....	Bill—drayage and sundry hauling of rubbish from Vineyard Camp to dump for month of February, 1900.	43.50
	454	.....do	Bill—drayage and sundry hauling of rubbish, etc., from Honuakha Camp to dump for month of February, 1900.	147.50
	455	A. Perry	Bill—cash advanced for hack hire, investigating of 2 Portuguese who carried beddings, etc., from Phatheon Stables' premises.	2.50
	456	.....do	Bill—cash advanced for sundry hack hire, investigating suspicious cases, etc.	4.25
	457	L. M. Baldwin, sheriff ..	Pay roll—superintendent of quarantine at race track, Kahului, Maui, for 14 days.	56.00
	458	American Livery Stables.	Bill—hire of saddle horse for 5 days for board of health inspector.	7.50
	459	People's Express Co	Bill—express hire for general commissary delivering provisions, etc., to people in quarantine districts.	4.50
	460	Dr. Henry C. Watt	Bill—post-mortem examination on body of Japanese laborer at Lihue, Kauai.	25.00
	461	.....do	Bill—6 visits to suspicious cases of illness made at request of sheriff.	15.00
	462	A. B. Scrimgeour	Bill—clerical services rendered at the drill-shed detention camp.	20.00
	463	Cyrus T. Green.....	Bill—verbal contract in rebuilding judges' stand, Maui Racing Association, etc.	61.00
	464	Hilo Drug Co.....	Bill—iodoform gauze and bichloride tablets for Hilo, Hawaii.	1.50
	465	E. N. Holmes	Bill—4 yellow flags for quarantine of Coconut Island, Hilo, Hawaii.	1.60
	466	Maui Racing Association, for Hawaiian Commercial and Sugar Co.	Bill—shovels, buckets, mattocks, nails, hatchets, spades, and sundry hardware tools and implements for Wailuku, Maui.	9.35
	467	W. G. Irwin & Co.....	Bill—4 rolls of 3-ply P. & B. paper for fumigating plant.	27.00
	468	E. Kruger.....	Bill—services rendered in watching quarantine around Kahului, Maui, 11 days.	33.00
	469	Kahului R. R. Co.....	Bill—T. and G. N. W. and R. W. lumbers, shingles, nails, hinges, sashes, padlocks, screws, lime, whitewash brushes, repairs to spraying pump, and sundry building materials, Kahului, Maui.	141.33
	470	Chas. Wilcox, secretary.	Pay roll—luna for prisoners, cleaning Waiolama swamps, 26 days.	39.00
	471	Metropolitan Meat Co..	Bill—sundry meats and vegetables for battery camp.	10.72
Nov. 25	719	Original Singers Baker.	Bill—66 loaves of bread for battery camp.....	2.75
	720	I. I. S. S. Navigation Co.	Bill—9 days services steamer Kaena during month of May, 1900.	720.00
	721	Kahului R. R. Co.....	Bill—locomotive hire, also cars and trucks and water supply for month of February, 1900; special trains taking men to and from camp; freight on sundry packages to and from Wailuku; N. W. lumber, woolen blankets, and labor of men working on detention camp, Kahului, Maui.	937.95
	722	Oahu Lumber and Building Co.	Bill—lumber and building material used for Boardman premises on Kinau street, etc.	200.00
	723	Alexander & Baldwin for Pala Plantation Store.	Bill—soap, potatoes, condensed milk, flour, spoons, pans, tin cups, manila rope, and sundry goods for Kahului detention camp, Maui.	49.35
	724	.....do	Bill—potatoes, hay and grain, tobacco, flannel-ettes, undershirts, overalls, shirts, baking powder, rice, oysters, sugar, corned beef, fruits, and sundry groceries and provisions and dry goods, Kahului, Maui.	156.00
	725	Pukalani dairy.....	Bill—31 days milk and 45 pounds butter supplied to Kahului, Maui.	59.40
	746	Hawaiian Gazette Co...	Bill—4 months' subscription to the P. C. A. for pest hospital, battery camp, kerosene warehouse camp, etc.	9.50
	727	Union Express Co.....	Bill—sundry express hire and hauling, etc., to different camps.	26.25
	728	Pukalani dairy.....	Bill—77 quarts of milk and 20 pounds of butter for Kahului, Maui.	13.70
Nov. 15	729	I. I. S. S. Navigation Co.	Bill—23 days' services steamer Kaena, etc.....	1,420.00
	1004	Wilder S. S. Co	Bill—cabin passage of police officer, Honolulu to Hilo, in re case of Mrs. Serrao, etc.	12.50

UNPAID BILLS, BUBONIC PLAGUE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1901. Nov. 15	1005	Dr. L. S. Thompson for G. K. Kaapana.	Bill—8 days services as guard at Honuapo, Hawaii, January, 1900.	8.25
	1006	Dr. L. S. Thompson for J. K. Kaapa.	.....do.....	2.00
	1007	Dr. L. S. Thompson for H. P. Ku.	.....do.....	1.00
1902. Apr. 9	2313	Walter C. Weeden.....	Bill—bread, flour and jelly, poi, lunches, buckets and bowls, general commissary and detention camps.	1.00
	2314	.....do.....	Bill—meat, rice and vegetables, poi, bread, hack hire, and sundry provisions, general commissary, etc.	12.00
25	2315	L. A. Andrews.....	Bill—cash advanced for pay of guards at Coconut Island, and guards on ships, Hilo, Hawaii.	12.00
	2316	E. W. Barnard.....	Bill—rice, sauce, tea, salmon, tea kettles, kerosene oil, and sundry provisions, furnished Japanese kept in quarantine at Laupahoehoe, Hilo, Hawaii.	5.00
	2317	L. A. Andrews for J. M. Hering.	Bill—services fumigating steamers and incoming mail, provisions, etc., Hilo, Hawaii.	2.00
	2318	.....do.....	Bill—services fumigating clothing, Puna and Pepeekeo Japanese in quarantine, etc.	4.00
	2319	Hilo Mercantile Co.....	Bill—pie plates, iron pots and kettles, rice, medicated bread, sugar and tea, salmon, and sundry groceries and provisions, and cooking utensils, Hilo, Hawaii.	10.00
19	2320	L. A. Andrews, for U. Kauai.	Bill—soyo, ax handles, charcoal, etc., furnished Japs in quarantine, Hilo, Hawaii.	6.00
	2321	Peter Lewis	Bill—boat hire, taking guards, water, wood, and food to Coconut Island, 7 days, re quarantine of Puna and Japanese laborers, Hilo, Hawaii.	2.00
	2322	Joe Raposa	Bill—hack hire for Sheriff Andrews and police officers getting stores for Japanese in quarantine, Hilo, Hawaii.	1.00
	2323	L. A. Andrews, for Ser-raos Store.	Bill—lard, soap, rice, sugar, salmon, vinegar, tobacco, etc., furnished to Portuguese families in quarantine, Hilo, Hawaii.	2.00
	2324	L. A. Andrews, for W. H. Shipman.	Bill—190 pounds of beef furnished to Puna and Pepeekeo Japanese laborers in quarantine at Coconut Island, Hilo, Hawaii.	11.00
	2325	Volcano Stables and Transportation Co.	Bill—wood and water supplied Japanese laborers in quarantine at Coconut Island, hack hire of police officers, agents, and physicians, board of health, and sundry hauling of provisions to Coconut Island, etc.	5.00
	2326	Wing Mow Chong	Bill—1 tin kerosene oil to Coconut Island for Japs in quarantine, Hilo, Hawaii.	1.00
	2327	Waiakea boathouse	Bill—boat hire, taking men to and from, and services of men fumigating vessels, and pay of guards, etc., Hilo, Hawaii.	11.00
	2328	.....do.....	Bill—boat hire, landing mail and men to and from steamers, guards, and men supplied to fumigate and watch steamers in Hilo Harbor, Hilo, Hawaii.	3.00
				6.95

TEMPORARY MAINTENANCE OF PERSONS RELEASED FROM QUARANTINE.

1900. Jan. 31	13	J. P. Cooke	Pay roll.....	\$17.30
Feb. 15	35	Superintendent public works.	.....do.....	20.00
	36	.....do.....	.....do.....	172.40
28	70	J. P. Cooke .....	.....do.....	239.50
Mar. 5	76	.....do.....	.....do.....	132.00
15	93	Hobron Drug Co.....	Bill—2 hogsheads of disinfectant for relief camp No. 2.	9.00
	94	A. O. Hushaw	Bill—board for 1 month of superintendent of relief camp No. 2.	25.00
	95	M. S. Grinbaum & Co...	Bill—250 pairs of blankets	187.50
	96	.....do.....	Bill—200 Mohawk blankets.....	187.50
	97	Evening Bulletin	Bill—printing and stationery supplies, etc	48.25
	98	Benson, Smith & Co....	Bill—1 barrel Hercules fluid, 5 packages Sunset paper.	18.00
	99	Jas. Carty	Bill—sundry buggy hires	9.00

TEMPORARY MAINTENANCE OF PERSONS RELEASED FROM QUARANTINE—Continued.

No.	Name, etc.	Nature of payment.	Amount.
100	T. H. Davies & Co	Bill—42 dozen towels, 1 dozen denim pants, and 1 dozen denim jumpers.	\$69.00
101	B. F. Ehlers & Co.....	Bill—pillowcases, sheets, tablecloth, napkins, etc.	9.85
102	Hawaiian Gazette Co...	Bill—sundry advertisements.....	9.00
103	Hart & Co	Bill—10 lunches.....	2.50
104	Hollister Drug Co	Bill—25 dozen boxes carbolic soap.....	25.00
105	Hobron Drug Co.....	Bill—10 gallons sulphuric acid and 2 demijohns..	4.00
106	Joe Kuni	Bill—hack hire for passengers from relief camp to kerosene warehouse.	2.00
107	Lewers & Cooke	Bill—22 rolls No. 2 matting	165.00
108	Abraham Kekai	Bill—hack hire all day	10.00
109	Japanese Hack Co.....	Bill—hack hire	18.75
110	Hotel hack stand.....	do.....	1.50
111	J. A. Hopper	Bill—100 bags of rice and cartage of same	552.50
112	William H. Tubb.....	Bill—6 days' work and materials for sign and numbers for relief camp, etc.	28.90
113	Wing Lung & Co	Bill—10 boxes of apples and 1 box tea	20.00
114	Thomas G. Thrum.....	Bill—1 record book .....	.20
115	E. O. Hall & Son.....	Bill—agate cups, yard brooms, dusters, carpenters' hammers, shingling hatchets, wheelbarrows, axes, buck saw, shears, and sundry hardware, tools, and implements.	55.30
116	.....do	Bill—pick, mattocks and handles, shovels, oos and handles, galvanized buckets, mill brooms, tape measure, and sundry hardware tools and implements.	28.05
117	Hawaiian News Co.....	Bill—stationery supplies, etc.....	5.90
118	J. Hopp & Co.....	Bill—chairs, tables, bedsteads, mattresses, netting, sheets, pillow slips, blankets, window shades, express hire, and sundry pieces of furniture.	62.70
119	Metropolitan Meat Co..	Bill—beef, sundry meats, etc	5.37
120	C. Sterling.....	Bill—150 oil drums, as per agreement with superintendent of relief camp.	22.50
121	Lewis & Co.....	Bill—coffee, sugar, potatoes, butter, salt, flour, salmon, tomatoes, soap, baking powder, vinegar, sirup, and sundry groceries, etc.	24.60
122	Pacific Hardware Co ...	Bill—shoe scrapers, door mats, chambers, etc	4.90
127	J. P. Cooke.....	Pay roll.....	282.00
128	.....do	do.....	149.95
129	Hawaiian Electric Co ..	Bill—electric current for the month of January, 1900.	11.56
144	Hawaiian Gazette Co...	Bill—2 rubber stamps on wood and pad	1.50
145	H. Hamano.....	Bill—10 pounds tea .....	.95
146	United Carriage Co.....	Bill—hack hire, 2 passengers to Honnakaha and return.	2.25
147	.....do	Bill—sundry hack hires for superintendent of relief camp.	4.00
148	Hawaiian Chinese News Co.	Bill—printing 500 small posters.....	6.00
149	Yee Hop.....	Bill—3 days' vegetables and fruits.....	6.90
150	R. M. Duncan.....	Bill—12 dray loads of earth to relief camp on Punchbowl street.	30.00
151	D. G. Camarinos	Bill—30 boxes of apples.....	60.00
152	J. Hopp & Co	Bill—1 iron bed, moss mattresses, netting, sheets, blankets, chairs, towels, floss pillows and pillow slips, window shades, etc.	37.85
153	Shin Nippon Sha	Bill—advertising for employment	1.00
158	J. P. Cooke.....	Pay roll	169.30
160	.....do	do.....	211.55
173	Hawaiian Gazette Co...	Bill—2 rubber stamps (February, 1900).....	1.50
174	.....do	Bill—printing 850 tickets relief camp No. 2.....	2.50
175	.....do	Bill—100 pounds of paper to relief camp No. 2....	2.75
176	Yee Hop.....	Bill—vegetables and eggs.....	.90
177	People's Ice and Refrigerating Co.	Bill—280 pounds of ice for the month of February, 1900.	2.80
178	Evening Bulletin	Bill—printing 1,000 certificates of discharge	3.00
179	.....do	Bill—printing 500 lodging orders, 210 pounds of papers and cartage of same.	10.30
180	Hobron Drug Co	Bill—medicines and medical supplies for relief camp on Punchbowl street.	3.50
181	Hawaiian Electric Co ..	Bill—9 lamps, w. p. sockets and w. p. wire	3.69
182	Wing Lung Co.....	Bill—2 cases Chinese tea.....	4.00
193	E. O. Hall & Son	Bill—1 scythe, complete, and 3 sickles.....	4.50
184	Original Singers Bakery	Bill—111 loaves of bread	4.63
185	Hing Lee	Bill—fruits and vegetables furnished relief camp No. 1 during the month of February 1900.	5.35
186	J. Hopp & Co	Bill—Straw mattresses, 3 chairs, window shades ..	6.00
187	Dairymen's Association	Bill—56 quarts of milk	6.72
188	Hawaiian Electric Co ..	Bill—60 lights for month of February, 1900 (electric current).	42.00
189	J. Hopp & Co	Bill—10 rolls of matting, 24 brooms, 9 w. s. chairs.	148.75

TEMPORARY MAINTENANCE OF PERSONS RELEASED FROM QUARANTINE—Continued

Date.	No.	Name, etc.	Nature of payment.	Amount
1900. Apr. 20	190	Hawaiian News Co.....	Bill—stationery and supplies	31
	191	Wall Nichols Co	do	31
	192	M. S. Grinbaum & Co ...	Bill—20 pairs of Mohawk blankets.....	1
	193	Metropolitan Meat Co..	Bill—meat, ham, etc., furnished Punchbowl street camp.	2
	193	W. L. Wilcox	Bill—poi furnished Punchbowl street camp	57
	195	T. H. Davies & Co.....	Bill—100 bags of rice, 4 barrels of lime, soup plates, teaspoons, house brooms, etc.	14
May 19	228	Union Express Co	Bill—cartage of 2 machines from Kauluwela to relief camp No. 1.	
	239	Yee Hop.....	Bill—Japan tea	
	240	Hawaiian Gazette Co...	Bill—printing 500 duplicate tickets.....	
	241	Yamato Shimbun	Bill—sundry advertisements.....	
	242	Evening Bulletin.....	Bill—500 lodging orders	
	243	Hobron Drug Co.....	Bill—medicines and medical supplies for relief camp No. 1.	
	244	Dairymen's Association.	Bill—66 quarts milk delivered to relief camp for month of February, 1900.	
	245	Hustace & Co.....	Bill—hauling 1 double load of empty barrels from Lovejoy & Co. to relief camp, Vineyard street.	
	246	.....do	Bill—hauling wood from South street to relief camp No. 1, 5 double loads.	
	247	Lewers & Cooke.....	Bill—2 barrels of lime	
	248	.....do	Bill—N. W. lumber and 5 gallons lead paint for relief camp No. 1.	
	249	M. S. Grinbaum & Co ...	Bill—100 pairs blankets.....	13
	250	Lewis & Co	Bill—2 cases of oil and express hire for same.....	
	251	.....do	Bill—sugar, butter, lard, soap, fruits, canned chickens, cheese, flour, coffee, potatoes, and sundry groceries.	6
	252	Pacific Hardware Co ...	Bill—plates and cups and sundry crockery ware.	5
	253	E. O. Hall & Son	Bill—yard brooms, rakes, shovels, picks and handles, sundry tools and implements.	57
	254	.....do	Bill—lampblack, marking brush, brooms, saucepans, agate cups, stone filters, and sundry hardware tools and implements.	4
	255	E. G. Munson	Bill—services typewriting 7 pages report and hack hire for typewriter.	
	256	F. Harrison.....	Bill—piping and fittings, cements, sand, and labor of carpenters and helpers for relief camp No. 1.	14
	257	Union Express Co	Bill—express hire of tuba, Paty's carpenter shop to camp No. 1, etc.	1
	258	Hawaiian Gazette Co...	Bill—printing 750 tickets, relief fund.....	2
	259	Yamato Shimbun	Bill—printing 500 handbills in Japanese.....	4
	260	T. H. Davies & Co.....	Bill—1½ dozen galvanized buckets	9
	261	Pacific Hardware Co ...	Bill—lantern globes and 2 dozen wicks for relief camp No. 2.	2
	262	.....do	Bill—lanterns, kerosene oil, dishes, platters, ice chest, knives, glass tumblers, saucepans, oil stoves, frying pans, spoons, galvanized tubs, soap, and sundry hardware, etc.	10
	263	T. H. Davies & Co.....	Bill—galvanized buckets, lanterns, soup plates, frying pans, saucepans, and sundry crockery ware and cooking utensils.	217
June 5	275	Wm. T. Paty	Bill—480 feet sewer with step platform, etc., and extending pipes and fittings.	101
	276	Alexander & Baldwin..	Bill—cash advanced for car fare, hack hire, labor, and material.	20
	277	.....do	Bill—cash advanced for hack hire to take sick people to hospital from Kero warehouse camp.	3
	278	.....do	Bill—cash advanced for stationery, hack hire, etc.	3
	280	J. P. Cooke.....	Pay roll.....	51
15	337	Wall Nichols Co	Bill—stationery and supplies	1
	338	Union Express Co	Bill—express hire of 99 oil tins to relief camp No. 2.	1
	339	Pacific Hardware Co ...	Bill—2 parlor chambers.....	2
	340	Hawaiian Gazette Co...	Bill—printing 500 duplicate circulars.....	2
	341	.....do	Bill—100 sheets ruled paper and printing of same.	6
	342	People's Ice and Refrigerating Co.	Bill—\$10 pounds of ice for month of March, 1900.	2
	343	G. Muller	Bill—6 keys made to order.....	3
	344	Macfarlane & Co	Bill—1 dozen whisky and 1 dozen empty casks....	1
	345	Original Singers Bakery.	Bill—128 loaves of bread.....	6
	346	Dairymen's association.	Bill—62 quarts of milk.....	6
	347	.....do	Bill—68 quarts of milk	6
	348	J. Hopp & Co	1 dozen brooms	7
	349	Evening Bulletin.....	Bill—printing 230 registry books and furnishing 300 loose sheets.	8

TEMPORARY MAINTENANCE OF PERSONS RELEASED FROM QUARANTINE—Continued.

Ac.	No.	Name, etc.	Nature of payment.	Amount.
00.				
15	350	Bulletin Publishing Co.	Bill—printing letter heads, envelopes, and 1 registry book.	\$9.25
	351	Camara & Co.....	Bill—3 dozen beer, and cartage of same.....	10.00
	352	Hobron Drug Co.....	Bill—medicines for relief camp No. 2.....	9.50
	353	.....do.....	Bill—medicines, disinfectants, etc.....	16.15
	354	John Nott.....	Bill—4 galvanised-iron tanks.....	20.00
	355	Home Bakery Co.....	Bill—25 days' board for superintendent of relief camp No. 2.	20.15
	356	R. M. Duncan.....	Bill—10 dray loads of soil.....	25.00
	357	Hawaiian Electric Co..	Bill—electric current 14 days during month of March, 1900.	89.78
	358	.....do.....	Bill—electric for 60 lights for month of March, 1900.	42.00
	359	Hawaiian News Co.....	Bill—stationery and supplies.....	4.25
	360	Hing Lee.....	Bill—fruits, vegetables, and eggs.....	6.70
	361	Lewis & Co.....	Bill—butter, sugar, soap, lard, flour, jams, tea, and sundry groceries.	29.70
	362	Lewers & Cooke.....	Bill—R. W. and N. W. lumber, butts, and screws, padlocks, hasp and staples, and sundry building material.	156.52
	363	W. L. Wilcox.....	Bill—6,150 pounds of poi.....	215.25
15	461	Holliter Drug Co.....	Bill—55 gallons of disinfectant during month of April, 1900.	55.00
	462	.....do.....	Bill—55 gallons of disinfectant during month of March, 1900.	55.00
				6,579.49

CONSTRUCTION OF BUILDINGS, ETC., FOR SHELTER OF PERSONS RELEASED FROM QUARANTINE.

900.				
15	18	W. T. Paty.....	Bill—completion of contract to erect cooking shed, outhouses, and office quarters on the lot on Punchbowl street, Kapiolani premises (labor only).	\$150.00
	19	.....do.....	Bill—completion of contract to erect storehouse with dwelling rooms, additions to storerooms No. 2, washing shed, and additional workhouse on Kapiolani premises, Punchbowl street (labor only).	370.00
	20	.....do.....	Bill—completion of contract to erect bath shed and closets, and to put in partition, etc., on Kapiolani premises, Punchbowl street (labor only).	352.50
	21	.....do.....	Bill—completion of contract to erect one 2-story building on Kapiolani premises, Punchbowl street (labor only), A.	300.00
	22	.....do.....	Bill—completion of contract to erect one 2-story building on Kapiolani premises, Punchbowl street (labor only), B.	300.00
	23	.....do.....	Bill—completion of contract to erect one 2-story building on Kapiolani premises, Punchbowl street (labor only), C.	300.00
	24	.....do.....	Bill—completion of contract to erect one 2-story building on Kapiolani premises, Punchbowl street (labor only), D.	300.00
	25	.....do.....	Bill—completion of contract to erect one 2-story building on Kapiolani premises, Punchbowl street (labor only), E.	300.00
	26	.....do.....	Bill—extra labor on beds, doors, locks, steps, and rooms for guards, as per verbal agreement.	82.50
24	54	H. L. Kerr & Co.....	Bill—completion of contract to furnish labor to complete cottages 8 and 9, Kauluwela, relief camp No. 2.	398.00
	55	.....do.....	Bill—completion of contract to furnish labor to complete cottages 10 and 14, Kauluwela, relief camp No. 2.	398.00
	56	.....do.....	Bill—completion of contract to furnish labor to complete cottages 15 and 16, Kauluwela, relief camp No. 2.	398.00
	57	.....do.....	Bill—completion of contract to furnish labor to complete cottages 17, 18, and 19, Kauluwela, relief camp No. 2.	491.50
25	69	J. S. Bailey.....	Bill—piping and fitting, plumbers' supplies, labor, hack hire, etc., relief camp No. 1, Punchbowl street.	696.13
Mar. 5	78	J. Ourderkirk, road supervisor, Hono.	Pay roll—Lunas, laborers, spreading coral on new road to relief camp, Vineyard street extension.	41.25

CONSTRUCTION OF BUILDINGS, ETC., FOR SHELTER OF PERSONS RELEASED FROM QUARANTINE—Continued.

Date.	No.	Name, etc.	Nature of payment.	Am.
1900. Mar. 10	79	Hawaiian Electric Co ..	Bill—installing 60 incandescent lamps for relief camp No. 1, corner of Queen and Punchbowl streets.	\$ 9
15	123	Enterprise Mill Co	Bill—window frames, window casings, doors, etc.	40
	124	W. T. Paty	Bill—1 set sugar-pine wash tubs	15
	125	John Nott.....	Bill—pipings and fittings, plumbers' supplies, labor, etc.	10
Apr. 5	154	Lewers & Cooke.....	N. W. lumber, R. W. lumber, corrugated iron, R. W. posts, nails, doors, rim locks, sashes, matting, cartage, labor and sundry building material, relief camp on Kapiolani premises.	4 50
	155	.....do	Bill—N. W. lumber, R. W. lumber, nails, doors, rim locks, butts and screws, T. and G. lumber, shingles, cartage, hinges, hooks and staples, sashes, labor, and sundry building material, relief camp No. 2, Vineyard street.	4 50
	156	W. A. Wall	Bill—services of survey of relief camp No. 1, map, etc.	1
May 19	227	H. L. Kerr & Co	Bill—labor making cesspool, Vineyard street camp, 240 feet concrete for warehouse room, piping and fittings, and 7 days' labor of plumber and helper, relief camp No. 2.	25
	228	.....do	Bill—piping and fittings, plumbers' supplies, cement, sand, and labor of plumbers and carpenters in lining 16 closet troughs, relief camp No. 2.	25

COMPLETION OF DETENTION CAMP NO. 2, VINEYARD STREET.

1900. Mar. 5	77	J. P. Cooke.....	Pay roll—superintendent of relief camp No. 2 for February, 1900.	\$ 11
15	90	Vincent & Belser.....	Bill—1½ days' labor assisting in teaming sewer pipes.	
	91	.....do	Bill—laying sewer on Vineyard street from Nuuanu River, etc. (material and labor).	50
	92	.....do	Bill—1½ days' teaming sewer pipe, relief camp No. 2.	1
	126	J. P. Cooke.....	Pay roll—superintendent of relief camp No. 2 during month of March, 1900.	8
Apr. 5	141	Pacific Hardware Co ...	Bill—lanterns and wicks, cocoa mats, wheelbarrows, shovels, foot scrapers, etc.	3
	142	Estate of B. P. Bishop...	Bill—254 loads of coral to relief camp No. 2, Vineyard street.	5
	143	Look Shun	Bill—services moving office building of detention camp No. 2, Vineyard street.	1
	157	J. P. Cooke.....	Pay roll	35
10	159	J. Ourderkirk, road supervisor, Honolulu.	.....do	9
25	198	H. L. Kerr & Co.....	Bill—completion of contract to furnish labor to complete 8 cottages at Kauluwela relief camp No. 2.	1 40
May 19	229	J. A. Hopper	Bill—labor making pulley stiles, door and window stops, window sills, etc.	10
	230	.....do	Bill—labor making 1,560 feet pulley stiles and 450 feet sills.	4
	231	People's Express Co	Bill—cartage on 600 feet piping from Kalihi detention to relief camp No. 2.	
	232	Wong Moon	Bill—labor digging 1 cesspool 10 feet deep.....	15
	233	H. L. Kerr & Co.....	Bill—piping and fittings, plumbers' supplies, labor, etc.	17
	234	.....do	do	95
	235	Lewers & Cooke.....	Bill—lime, N. W. lumber, T. and G. lumber, cement, R. W. lumber, nails, piping and fittings, shingles, carbolineum, labor, and sundry building materials for relief camp No. 2.	90
	236	W. H. Tubb	Bill—labor and material in making and numbering 224 tin numbers for relief camp No. 2.	34
	237	Lewers & Cooke.....	Bill—N. W. lumber, hooks and eyes, hinges and screws, sashes, nails, T. and G. lumber, window-spring bolts, laths, piping and fittings, butts and screws, shingles, doors, cartage, and sundry building material for relief camp No. 2.	4 15
July 20	424	Hawaiian Electric Co ..	Bill—installing 96 lights at detention camp, Vineyard street, as per agreement.	350

HAWAIIAN INVESTIGATION.

1277

SUPPORT OF MILITARY, PAY ROLL.

P.	No.	Name, etc.	Nature of payment.	Amount.
30	1619	J.W. Pratt, captain and paymaster, N. G. H.	Pay roll—officers, field and staff, 8 days during month of December, 1899, in re guarding around Chinatown.	\$552.34
	1620	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company A, N. G. H., 8 days during month of December, 1899.	620.49
	1621	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company B, N. G. H., 8 days during month of December, 1899.	746.62
	1622	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company C, N. G. H., 8 days during month of December, 1899.	794.87
	1623	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company F, N. G. H., 8 days during month of December, 1899.	814.37
	1624	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company G, N. G. H., 8 days during month of December, 1899.	767.90
	1625	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company H, N. G. H., 8 days during month of December, 1899.	1,007.41
	1669	.....do	Pay roll—officers, field and staff, 4 days during month of December in re guarding around Chinatown.	359.00
	1670	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company A, N. G. H., 4 days during month of December, 1899.	592.61
	1671	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company D, N. G. H., 4 days during month of December, 1899.	460.81
	1672	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company C, N. G. H., 4 days during month of December, 1899.	611.81
	1673	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company F, N. G. H., 4 days during month of December, 1899.	665.53
	1674	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company G, N. G. H., 4 days during month of December, 1899.	627.37
	1675	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company H, N. G. H., 4 days during month of December, 1899.	903.28
	1677	.....do	Pay roll—cooks, waiters, helpers (dining room and kitchen help) for soldiers guarding around Chinatown.	100.50
100.	L. 31	12	Pay roll—officers, field and staff, for month of January, 1900, in re guarding around Chinatown.	2,807.40
	13	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company A, N. G. H., month of January, 1900.	3,515.18
	14	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company B, N. G. H., for month of January, 1900.	3,797.34
	15	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company C, N. G. H., for month of January, 1900.	4,057.84
	16	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company F, N. G. H., for month of January, 1900.	4,087.34
	17	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company G, N. G. H., for January, 1900.	4,104.95
	18	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company H, N. G. H., for January, 1900.	5,116.41
10	22	.....do	Pay roll—caterer, cooks, assistants, waiters, dish washers, helpers, etc., dining room and kitchen help for N. G. H.	979.00
20	25	.....do	Pay roll—officers, field and staff, 14 days during month of February, 1900.	651.84
	26	.....do	Pay roll—cooks, dish washers, waiters, etc., kitchen and dining room help for N. G. H.	461.25
	24	.....do	Pay roll—machine man for N. G. H., 24 days during month of January, 1900.	72.00
	27	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company A, N. G. H., 12 days during month of February, 1900.	975.74
	28	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company B N. G. H., 12 days during month of February, 1900.	978.82

SUPPORT OF MILITARY, PAY ROLL—Continued.

Date.	No.	Name, etc.	Nature of payment.	AL.
1900. Feb. 20	29	J. W. Bratt, captain and paymaster, N. G. H.	Pay roll—line officers, noncommissioned officers, and privates, Company C, N. G. H., 12 days during month of February, 1900.	\$1 -
	30	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company F, N. G. H., 12 days during month of February, 1900.	1. 70
	31	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company G, N. G. H., 12 days during month of February, 1900.	1. 70
	32	.....do	Pay roll—line officers, noncommissioned officers, and privates, Company H, N. G. H., 12 days during month of February, 1900.	1. 70
28	157	.....do	Pay roll—officers and privates omitted from pay rolls of February, 1900.	44
	158	.....do	Pay roll—carpenters, labor on storerooms and gun shed at bungalow, N. G. H., for month of February, 1900.	1
	159	.....do	Pay roll—carpenters, labor on storeroom and gun shed at bungalow, N. G. H., for month of March, 1900.	1
Mar. 30	198	.....do	Pay roll	44
May 31	443	.....do	Pay roll—4 watchmen guarding goods in drill shed in re bubonic plague, 2 days each during May, 1900.	4
June 30	544	.....do	Pay roll—2 watchmen guarding goods in drill shed in re bubonic plague, during month of June, 1900.	4
July 31	624	.....do	Pay roll—watchman guarding goods in drill shed in re bubonic plague, 1 day during month of July, 1900.	2
				45. 64

SUPPORT OF MILITARY—MISCELLANEOUS.

1899. Dec. 30	1704	McInerny shoe store ...	Bill—leggings, 30 pairs officers' and 150 pairs privates'.	\$17
	1705	M. McInerny	Bill—24 officers' caps, 24 cap ornaments, 120 caps for privates, 1 pair colonel's straps, 1 lieutenant-colonel's straps, 3 majors' straps, 11 captains' straps, 8 pairs first lieutenants' straps, 6 pairs second lieutenants' straps, etc.	42
	1855	Wally Davis	Bill—hack hire used notifying men to turn out, N. G. H.	25
	1716	David Nui	Bill—hack hire 2 hours for Captain Murry, N. G. H.	2
	1717	Anthony Gilman	Bill—hack hire for officers, N. G. H.	1
	1718	Manuel Silva	Bill—hack hire on military duty	1
	1719	Albert Teves	Bill—hack hire for officers, N. G. H.	1
	1720	S. Decker, for Albert Teves.	Bill—hack hire, officer N. G. H. driving around on military duty.	2
	1721	D. Haiola	Bill—hack hire	1
	1722	Joe Silva	Bill—hack hire, officers N. G. H.	1
	1723	S. Decker, for Kanihomaule.	Bill—hack hire, officer N. G. H.	1
	1724	.....do	Bill—hack hire, officers N. G. H.	5
	1725	J. Reid .....	.....do	1
	1726	Jack Reid	Bill—hack hire, notifying men, Company C, N. G. H.	3
	1727	G. A. Long	Bill—hack hire, officer N. G. H.	1
	1728	Wm. Aylett	Bill—hack hire, officers N. G. H.	1
	1729	S. Decker, for H. B. Ames.	Bill—hack hire for officers N. G. H.	4
	1730	.....do .....	.....do	1
	1731	.....do .....	.....do	4
	1732	S. Decker, for A. J. Gonzales.	.....do	5
	1733	.....do .....	.....do	5
	1734	S. Decker, for Joe Clark.	.....do	4
	1735	S. Decker, for Joe Kuni.	.....do	4
	1736	S. Decker, for Frank Innes.	.....do	2
	1737	.....do .....	.....do	3
	1738	E. Dunbar .....	.....do	4
	1739	Manl. Martin .....	.....do	4
	1740	A. Lothian	Bill—hack hire	1
	1741	W. W. Dimond & Co ...	Bill—lamps, chimneys, shades, etc	1. 40

SUPPORT OF MILITARY—MISCELLANEOUS—Continued.

No.	Name, etc.	Nature of payment.	Amount.
1742	Hawaiian Gazette Co...	Bill—printing, etc.....	\$51.50
1743	H. F. Wichmann.....	Bill—1 alarm clock for quarantine guard.....	2.00
1744	Lewers & Cooke.....	Bill—lumber and building material for quartermaster's department, N. G. H.	9.56
1745	Wilder & Co.....	do.....	1.44
1746	Hawaiian News Co.....	Bill—stationery supplies, quartermaster's department.	8.75
1747	M. McInerny.....	Bill—privates' caps, officers' caps and ornaments, 1 pair second lieutenant's straps, etc.	20.95
1748	McInerny shoe store...	Bill—officers' and privates' leggings.....	10.80
1749	Wall Nichols Co.....	Bill—stationery supplies.....	21.60
1750	J. D. Tregloan.....	Bill—tailoring, repairs, etc., for guards, N. G. H..	57.45
1751	Union Express Co.....	Bill—hauling 1 ton of coal to kitchen, N. G. H....	1.00
48	German Bakery.....	Bill—1,250 loaves of bread for N. G. H.....	50.00
49	Pacific Hardware Co...	Bill—knives, forks, spoons, tumblers, etc., for N. G. H.	12.13
50	do.....	Bill—1 dozen pepper boxes and knife sharpener for N. G. H.	.75
51	J. W. Chapman.....	Bill—crockery ware, knives and forks, express hire, and hack hire for N. G. H.	22.25
52	Kwong Ving Fat & Co..	Bill—2 tables for N. G. H.....	2.25
54	H. F. Wichmann.....	Bill—1 alarm clock for N. G. H.....	2.50
55	M. S. Grinbaum & Co...	Bill—51 yards of brown cotton for N. G. H.....	3.06
56	do.....	Bill—111 yards of cotton for N. G. H.....	6.66
57	M. Phillips & Co.....	Bill—52 yards amos denim for N. G. H.....	7.54
60	Hustace & Co.....	Bill—3½ hours' hauling cannon to Kalihi, Camp Jones, for N. G. H.	8.75
61	do.....	Bill—2½ cords of split wood, Camp Jones, N. G. H.	88.00
62	M. Gomes.....	Bill—10 days' hire of horse and wagon for N. G. H.	60.00
63	Fashion Stables Co.....	Bill—hack hire, N. G. H.....	9.00
64	do.....	Bill—use of 7 saddle horses, etc., for N. G. H.....	56.22
65	A. J. Goncalves.....	Bill—hack hire for officers, N. G. H.....	1.50
66	M. Gomes.....	Bill—cartage of rifles from Kakaako pesthouse to military headquarters, N. G. H., and taking 37 soldiers to different stations.	4.50
67	James Carty.....	Bill—17 days' use of horse and buggy, etc., N. G. H.	59.00
68	do.....	Bill—51 days' use of surreys, etc., N. G. H.....	384.00
69	George Durkee.....	Bill—hack hire, officers, N. G. H.....	1.25
70	Frank Innes.....	do.....	2.00
71	Fashion Stables Co.....	Bill—hack hire, officers, N. G. H., to big fire.....	1.50
72	Joe Silva.....	Bill—hack hire, officers, N. G. H.....	1.50
73	Kanihomaule.....	do.....	4.00
74	Joe Kuni.....	do.....	2.75
75	Chas. Dunwell.....	do.....	3.00
76	G. A. Long.....	do.....	.50
77	Manl. Costa.....	do.....	.75
78	H. B. Emmes.....	do.....	1.00
79	E. Dunbar.....	do.....	2.50
80	J. Halverson.....	do.....	8.00
81	Califormis Feed Co.....	Bill—hay and grain for N. G. H.....	18.44
82	do.....	Bill—eggs, butter, cheese, etc., for N. G. H.....	213.28
83	Singers Bakery.....	Bill—8,050 loaves bread, 40 pies, buns, and cakes for N. G. H.	351.40
84	Hollister Drug Co.....	Bill—disinfectants, etc., for N. G. H.....	6.50
85	L. B. Kerr & Co.....	Bill—30 yards tablecloth for N. G. H.....	7.50
86	C. Sterling.....	Bill—painting officers' mess room as per agreement, labor and material on 1 meat safe, etc., N. G. H.	14.00
87	R. F. Daly, for A. Hastings.	Bill—sharpening and cleaning knives, repairing locks and furnishing keys for mess room, N. G. H.	10.75
88	D. G. Camarinos.....	Bill—vegetables, fruit, butter, spuds, etc., for N. G. H.	230.09
89	John Nott.....	Bill—3 tin plates for N. G. H.....	.30
90	do.....	Bill—agate meat dishes, flour tins, coffee boilers, wire strainers, and sundry kitchen utensils for N. G. H.	36.70
91	do.....	Bill—plumbers' supplies, kitchen utensils, labor on boiler and range, and cartage of same to Camp Jones, etc., for N. G. H.	29.40
92	Metropolitan Meat Co..	Bill—beef, sundry meats, vegetables, fruit, etc., furnished to N. G. H. for January, 1900.	1,367.86
93	Lewis & Co.....	Bill—2 dozen brooms, N. G. H.....	7.50
94	do.....	Bill—butter, cheese, onions, coffee, eggs, and sundry groceries for N. G. H.	82.79
95	do.....	Bill—coffee, codfish, potatoes, sugar, bread, salmon, hams, eggs, lard, spuds, onions, fruits, and sundry groceries for N. G. H.	2,004.64
96	Jos. R. Mills.....	Bill—potatoes, vinegar, ice, etc., for N. G. H.....	7.54

SUPPORT OF MILITARY—MISCELLANEOUS—Continued.

Date.	No.	Name, etc.	Nature of payment.	Am.
1900. Feb. 28	97	Jos. R. Mills & Co.....	Bill—spuds, sugar, milk, eggs, butter, tomatoes, salt, ice, bacon, apples, and sundry groceries and provisions for N. G. H.	\$ 4
	98	J. D. Tregloan	Bill—tailoring and repairs uniforms, guard-N. G. H.	
	99	Hawaiian News Co.....	Bill—stationery supplies, quartermaster's department, N. G. H.	
	100	.....do .....	.....do	
	101	Wall Nichol Co.....	.....do	
	102	.....do .....	.....do	
	103	Whitney & Marsh	Bill—11 pieces tape for N. G. H.....	
	104	.....do	Bill—tablecloth, dish towels, toweling, napkins, oilcloth, nettings, crash, etc., for N. G. H.	
	105	Geo. Andrews	Bill—fruit, etc., for N. G. H.....	11
	106	.....do	Bill—sundry vegetables, fruit, etc., for N. G. H..	27
	107	A. E. Lloyd	Bill—1,027 quarts of milk for N. G. H.....	12
	108	Star Dairy Co.....	Bill—698 quarts of milk for N. G. H	6
	109	C. W. Macfarlane	Bill—1 Smith Premier typewriter for N. G. H....	13
	110	M. R. A. Viera	Bill—1 case kerosene oil.....	
	112	Hawaiian Gazette Co...	Bill—sundry printing, etc., for N. G. H.....	
	113	Coyne, Mehrtens Furniture Co.	Bill—2 tables and 2 canvas cots for N. G. H	
	114	Wilder & Co	Bill—2 tons coal and cartage of same to Camp Jones, Kalihi, for N. G. H.	
	115	Oceanic Gas and Electric Co.	Bill—electrical supplies and fixtures for N. G. H.	4
	116	.....do	Bill—5 electric celluloid shades, etc., for N. G. H.	
	117	Porter Furniture Co....	Bill—canvas cots, mosquito nets, blankets, straw pillows, for N. G. H.	
	118	The Hoffman House....	Bill—4 casks for quartermaster's department, N. G. H.	
	119	Ah Lee	Bill—100 pounds of fish for N. G. H.....	17
	120	Kaka & Co	Bill—fresh fish (mullet) for N. G. H	1
	121	Honolulu Stockyards Co.	Bill—1 goose for quartermaster's department, N. G. H.	
	122	J. Emmeluth & Co.....	Bill—3 14-inch galvanized buckets and 2 grid-dles for quartermaster's department, N. G. H.	
	123	.....do	Bill—soup tureens, saucepans, potato mashers, 1 cash box, and sundry kitchen utensils for N. G. H.	
	124	Henry May & Co	Bill—rice, bacon, eggs, sauerkraut, etc., for N. G. H.	
	125	Enterprise Dairy	Bill—312 quarts of milk, quartermaster's department, N. G. H.	
	126	.....do	Bill—468 quarts of milk, quartermaster's department, N. G. H.	4
	127	Dairymen's Association	Bill—12 quarts milk, quartermaster's department, N. G. H.	
	128	.....do	Bill—924 quarts of milk, quartermaster's department, N. G. H.	22
	129	Ah Chew Bros.....	Bill—sundry vegetables, fruit, etc., for N. G. H....	1
	130	.....do	Bill—assorted vegetables for N. G. H	7
	131	.....do	Bill—assorted vegetables, fruit, eggs, etc., for N. G. H.	17
Apr. 10	200	R. F. Daly	Bill—525 gallons of coffee and 825 pounds of pilot bread furnished to N. G. H., night lunches.	24
14	201	S. Decker for Joe Silva.	Bill—hack hire for officers, N. G. H	1
	202	S. Decker for Kanihomaui'e.	Bill—hack hire commissary sergeant, N. G. H....	1
	203	Porter Furniture Co....	Bill—1 canvas cot, pillows, net, and pair blankets, N. G. H.	3
	204	Hawaiian Electric Co ..	Bill—current for 25 lights, camp on executive grounds, N. G. H.	12
	205	.....do	Bill—electrical supplies, fixtures, labor, etc., furnished, quartermaster's department, N. G. H.	5
	206	.....do	Bill—current for 21 days for bungalow, drill shed, kitchen, basement of executive building, etc., N. G. H.	10
	207	Honolulu Planing Mill.	Bill—labor and material furnished in fitting up commissary department kitchen, making meat and bread safes, etc.	27
	208	.....do	Bill—lumber, building materials, and labor for quartermaster's department, N. G. H.	5
	209	Love's Bakery.....	Bill—100 loaves of bread for N. G. H. barracks....	3
	210	J. Hopp & Co.....	Bill—5 wire cots, 5 XL mattresses, 5 pillows for quartermaster's department, N. G. H.	33
	211	T. H. Davies & Co	Bill—red wool blankets, mosquito nets, turkish towels, kerosene oil, lanterns and wicks, safety matches, etc., for quartermaster's department, N. G. H.	460

HAWAIIAN INVESTIGATION.

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SUPPORT OF MILITARY—MISCELLANEOUS—Continued.

ate.	No.	Name, etc.	Nature of payment.	Amount.
100. 14	212	S. J. Salter.....	Bill—1 gross wicks and t'n oil	\$1.90
	213	Wall Nichols & Co.....	Bill—stationery supplies for quartermaster's department, N. G. H.	2.45
	214	People's Express Co.....	Bill—sundry express hire of lumber, provisions, etc., to Camp Jones, Kalihi, for N. G. H.	104.50
	215	Union Express Co.....	Bill—sundry drayage and hauling to railroad depot of camp outfit for guards, N. G. H.	15.00
	216	Dairymen's Association	Bill—12 quarts of milk for quartermaster's department, N. G. H.	1.20
	217	Hustace & Co.....	Bill—sundry hauling from Camp Jones to executive building, and from executive building to Kalihi, N. G. H.	42.00
	218	Manufacturing Harness Co.	Bill—2 dozen rings for tents, N. G. H.....	1.50
	219	John Nott	Bill—100 pounds galvanized iron, 98 pounds rod iron, and 1 package of rivets for N. G. H.	13.25
	220	Lewis & Co.....	Bill—3 cases of kerosene oil, 2 dozen brooms, shoe brushes, and blacking for N. G. H.	16.40
	221	E. W. Jordan.....	Bill—25 mosquito nets, complete, for N. G. H.	75.00
	222	Pacific Import Co	Bill—6 dozen tapes for N. G. H.	2.25
	223	Hobron Drug Co.....	Bill—14 dozen bed urinals	2.25
	224	M. McInerny	Bill—3 cap cords for guards, N. G. H.	5.45
	225	Honolulu Steam Laundry Co.	Bill—washing for military headquarters, N. G. H.	.70
	226	L. B. Kerr & Co	Bill—thread and needles for repairs of uniforms, N. G. H.	7.25
	227	Hawaiian Electric Co..	Bill—current for 15 days at Camp Jones, N. G. H.	108.75
	228	Wilder & Co.....	Bill—N. W. lumber, T. and G. lumber, R. W. shingles, nails, butts and screws, and sundry building materials for storeroom in drill shed, for quartermaster's department, N. G. H.	81.64
	229	.....do	Bill—N. W. lumber, carbolineum, strap hinges, coal and cartage of same, for Camp Jones, N. G. H.	29.40
	230	.....do	Bill—N. W. lumber, wire nails, steppings, moldings, millwork, butts, doors, etc., for storerooms in bungalow, quartermaster's department, N. G. H.	141.16
	231	Trustees Bishop estate..	Bill—1 cord of firewood for Camp Jones, N. G. H..	9.00
	232	M. McInerny	Bill—1 cap, quartermaster's department, N. G. H..	1.45
	233	Pacific Hardware Co ...	Bill—brooms, lantern globes, lanterns, wicks, padlocks, wire cloth, shovels, and sundry hardware, quartermaster's department, N. G. H.	46.87
	234	California Feed Co	Bill—hay and grain for quartermaster's department, N. G. H.	13.97
	235	Hawaiian Carriage Manufacturing Co.	Bill—labor and materials used in repair of wagon for commissary department, N. G. H.	35.25
	236	People's Express Co	Bill—sundry hauling of provisions, clothing, etc., to Camp Jones, N. G. H.	30.00
	237	Mutual Telephone Co..	Bill—rent of telephones for Camp Jones and executive grounds, N. G. H.	24.00
	238	California Feed Co	Bill—butter and eggs, commissary department, N. G. H.	58.30
	239	Benson Smith & Co.....	Bill—medicines and medical supplies for Camp Jones, N. G. H., and military headquarters.	10.33
	240	Honolulu Steam Laundry Co.	Bill—laundering at Camp Jones, military headquarters, medical department, and quartermaster's department, N. G. H.	81.20
20	258	Club Stables.....	Bill—hire of horse and saddle, 5 days, quartermaster's department, N. G. H.	12.50
	259	Honolulu Sheet Metal Works.	Bill—labor and material, lining 1 box, 3 by 7, with zinc, for commissary, N. G. H.	10.25
	260	People's Ice and Refrigerating Co.	Bill—2,385 pounds ice, for commissary department, N. G. H., and military headquarters.	20.45
	261	Honolulu Stock Yards Co.	Bill—hire of 2 wagonettes, for band to Camp Jones, at Kalihi, and return.	25.00
	262	Wilder & Co.....	Bill—N. W. lumber and R. W. lumber, cutting, etc., for tents, flooring, quartermaster's department, N. G. H. (Camp Jones).	280.35
	263	.....do	Bill—5 tons of coal for barracks, N. G. H.	50.00
	264	Benson Smith & Co.....	Bill—medicines and medical supplies for military headquarters, Camp Jones, commissary department, etc.	242.10
	265	Hobron Drug Co.....	Bill—medicines and medical supplies for quartermaster's department, N. G. H.	5.86
	266	.....do	Bill—medicines and medical supplies for commissary department, N. G. H.	7.65
	267	.....do	Bill—medicines and medical supplies for military headquarters, N. G. H.	45.75
	268	Whitney & Marsh	Bill—crash towels, sheets, and pillowcases for quartermaster's department, N. G. H.	11.45

SUPPORT OF MILITARY—MISCELLANEOUS—Continued.

Date.	No.	Name, etc.	Nature of payment.	Am't
1900. Apr. 20	269	Oahu R. R. and Land Co.	Bill—special trains for N. G. H. and the band between Honolulu and Camp Jones, freight on 3 cars of camp equipage, nails, etc.	\$15
	270	E. A. Mott Smith, for A. J. Dollinger.	Bill—making 108 mosquito nettings for Camp Jones.	7
	271	Pearson & Potter.....	Bill—1 6-foot American flag, quartermaster's department, N. G. H.	5
	272	Quong Ving Fat & Co..	Bill— $\frac{1}{2}$ dozen cane-seat chairs and $\frac{1}{2}$ dozen 2 by 3 tables for Camp Jones, N. G. H.	16
	273	W. L. Wilcox	Bill—2,800 pounds of poi, commissary department, N. G. H.	8
	274	.....do	Bill—1,400 pounds of poi for barracks, N. G. H....	4
	275	Sing Wo, Chong & Co..	Bill—37 cans of corned beef, commissary department, N. G. H.	5
	276	R. W. Aylett	Bill—hack hire for officers, N. G. H.....	55
	277	N. S. Sachs Dry Goods Co.	Bill—cotton, mosquito nets, towels, etc., for quartermaster's department, N. G. H.	11
	278	Pacific Hardware Co...	Bill—butcher knives, enameled saucepans, spoons, ice chest, cup hooks, etc., cooking utensils for commissary department, N. G. H.	2
	279	.....do	Bill—100 feet garden hose, quartermaster's department, N. G. H.	2
	280	.....do	Bill—coal-oil stove, saucepans, etc., medical department, N. G. H.	2
	281	.....do	Bill—brilliant shine, 4 gallons sperm oil, gasoline oil, file cord, etc., for ordnance department, N. G. H.	24
	282	.....do	Bill—cocoa mats, claw hatchets, mallets, saws, broadaxes, wheelbarrows, lantern globes, hammers, yard and whisk brooms, benzines, kerosene oil, Manila ropes, etc., for quartermaster's department, N. G. H.	20
	283	J. A. Hopper	Bill—4 sets stencils made to order, commissary department, N. G. H.	1
	284	M. Phillips & Co.....	Bill—25 pairs blankets, quartermaster's department, N. G. H.	14
	285	L. B. Kerr & Co	Bill—2 dozen linen threads, quartermaster's department, N. G. H.	6
	286	Hollister Drug Co	Bill—2 dozen carbolic and tar soap, quartermaster's department, N. G. H.	8
	287	W. L. Wilcox	Bill—1,300 pounds poi for Camp Jones, N. G. H....	4
	288	H. Klemme.....	Bill—471 meals furnished for 12 men, Feb. 1 to 15, commissary department, N. G. H.	14
	289	S. Nobriga	Bill—576 quarts of milk for quartermaster's department, N. G. H.	5
	290	Hustace & Co.....	Bill—2 double drays from morning to 6 p. m. hauling from Camp Jones to executive building, and 12 double drays from 1 to 6.30 p. m. hauling from Camp Jones to executive grounds, N. G. H.	12
	291	A. E. Lloyd	Bill—900 quarts of milk, quartermaster's department, N. G. H.	9
	292	Original Singer Bakery.	Bill—3,000 loaves of bread, 50 pies, buns, and cakes to Camp Jones, N. G. H.	15
	293	Metropolitan Meat Co..	Bill—beef, sundry meats, vegetables, etc., for Camp Jones, N. G. H.	4
	294	Henry May & Co	Bill—25 pounds of coffee for Camp Jones, N. G. H.	1
	295	George Andrews.....	Bill—sundry vegetables, fruits, ice, etc., for Camp Jones, N. G. H.	1
	296	Lewis & Co	Bill—flour, sugar, butter, hams, bacon, table fruits, potatoes, coffee, pork, canned meats, kerosene oil, and sundry groceries for Camp Jones, N. G. H.	54
	297	.....do	Bill—6 cases kerosene oil for Camp Jones, N. G. H.	15
	298	Ah Chew Bros.....	Bill—sundry vegetables, fruits, eggs, etc., for commissary department, N. G. H.	6
	299	W. W. Dimond.....	Bill—1 grindstone and fixtures, 2 stove poker, and lamp chimneys, etc., quartermaster's department, N. G. H.	14
	300	James Carty	Bill—Hire of horse vehicle for 14 days, commissary sergeant, N. G. H.	4
	301	Kanihomaule	Bill—Hack hire, officers, N. G. H.....	5
	302	Joe Silva	do.....	5
	303	Joe Kuni	do.....	1
	304	R. W. Aylett	do.....	4
	305	R. H. Silva	do.....	2
	306	Thos. Carey.....	do.....	1
	307	Joe Clark.....	do.....	1
	308	.....do	do.....	2
	309	R. W. Davis	do.....	2
	310	Thos. Morrisay	do.....	2

SUPPORT OF MILITARY—MISCELLANEOUS—Continued.

No.	No.	Name, etc.	Nature of payment.	Amount.
30	311	E. O. Hall & Son	Bill—6 balls twine, Camp Jones, quartermaster's department, N. G. H.	\$1.20
	323	U. S. Quartermaster's Department.	Bill—270 blouses, made, lined, heavy; 212 dark-blue flannel blouses, heavy; 61 woolen blankets, army standard; 480 pairs of trousers, brown canvas; 31 forage caps; 60 drab campaign hats; 312 pairs brown canvas leggings; 125 rubber ponchos; 200 bed sacks; 4 conical wall tents, complete; 6 wall tents; 6 wall-tent pole sets; 54 common tents with walls; 54 common-tent pole sets; 1,304 tent pins, small; 160 tent pins, large; 4 Buzzacott ovens with furniture, complete, quartermaster's department, N. G. H.	8,180.34
10	354	Lewis & Co	Bill—shoe brushes and shoe blacking and 8 cases kerosene oil, for quartermaster's department, N. G. H.	8.90
	355	Honolulu Tobacco Co ..	Bill—1 gross matches, quartermaster's department, N. G. H.	.75
	356	Original Singers Bakery	Bill—421 loaves of bread, commissary department, N. G. H.	18.38
	357	Estate John Phillips....	Bill—piping and fittings, plumber supplies and labor furnished kitchen, commissary department, N. G. H.	58.28
	358	W. G. Ashley	Bill—cash advanced for sundry bills for hack hire, laundering, etc., for commissary department, N. G. H.	35.56
	359	H. J. Nolte	Bill—meals furnished guards, N. G. H	12.75
	360	L. B. Kerr & Co	Bill—19 spools of thread, quartermaster's department, N. G. H.	4.75
	361	M. Costa.....	Bill—hack hire, officers, N. G. H	2.00
	362	W. G. Ashley	Bill—cash advanced for sundry bills, laundering, etc., quartermaster's department, N. G. H.	30.62
	363	W. R. Riley	Bill—painting storeroom in rear of bungalow, inside and outside, quartermaster's department, N. G. H.	91.80
	364	Chas. Seydone.....	Bill—paints, oil, and shellac for marking blankets, quartermaster's department, N. G. H.	20.00
	365	Honolulu Steam Laundry Co.	Bill—washing 341 pairs of leggings and 273 blouses, quartermaster's department, N. G. H.	61.40
	366	E. O. Hall & Son.....	Bill—3 bags charcoal and 3 Yale night latches, for ordnance and quartermaster's departments, N. G. H.	6.75
	367	Hawaiian Gazette Co...	Bill—printing ruled, blanks, for account books, etc., for quartermaster's department, N. G. H.	10.00
	368	Nick Peterson	Bill—hack hire, for officers, N. G. H.....	1.25
	369	Hustace & Co.....	Bill—cartage of 1 large grind stone to Pacific Hardware Co.	1.00
	370	L. B. Kerr & Co	Bill—repairs of sewing machines and rent of same for 8 weeks, quartermaster's department, N. G. H.	13.00
	371	Pacific Hardware Co ...	Bill—2 pounds of solder, 1 gallon sperm oil, and 2 file cards, ordnance department, N. G. H.	2.75
	372	.....do	Bill—stove polish, key blanks, wire cloth, sash locks, bolts, staples, and sundry hardware, for quartermaster's department, N. G. H. (For gun shed and bungalow storerooms.)	108.60
	373	Wilder & Co.....	Bill—2 papers of tacks, 1 pound vermilion, and 2 pairs of butts, quartermaster's department, N. G. H.	1.25
	374	Hawaiian Electric Co ..	Bill—current 19 days during month of March, for kitchen, basement executive building, bungalow, and drill shed, N. G. H.	137.75
	396	Pacific Hardware Co ...	Bill—bag of charcoal and 5 dozen screws, quartermaster's department, N. G. H.	6.56
	397	.....do	Bill—1 dozen emery cloth, ordnance department, N. G. H.	.50
	399	J. D. Tregloan	Bill—repairs and pressing 276 blouses, pressing 278 pairs leggings, quartermaster's department, N. G. H. (Renovating uniforms after plague epidemic.)	116.90
	400	Hawaiian News Co.....	Bill—1 quart copying ink, quartermaster's department, N. G. H.	1.25
	404	Capt. J. W. Pratt, paymaster, N. G. H.	Pay roll—tailor, for 30 days, repairing uniforms, N. G. H.	60.00
30	532	.....do	Pay roll—tailor, 18 days, repairing uniforms, N. G. H.	36.00
by 14	564	Union Express Co.....	Bill—sundry hauling of camp equipments, lumber, provisions, etc., to and from Camp Jones during month of January, 1900.	71.50
	565	.....do	Bill—use of wagon during month of February, 1900, N. G. H.	7.50

SUPPORT OF MILITARY—MISCELLANEOUS—Continued.

Date.	No.	Name, etc.	Nature of payment.	Amount.
1900. Nov. 15	833	Wilder & Co	Bill—N. W. lumber, wire nails, lathes, T. and G. lumber, and 4 pounds of vermilion paint, etc., quartermaster's department, N. G. H.	
1901. Jan. 10	925	J. W. Pratt for M. Gomes Express.	Bill—hire of horse and wagon 8 days, and sundry hauling of provisions, meats, utensils, clothing, mattresses, blankets to and from Camp Jones, N. G. H.	14 50

BUILDING QUARANTINE WHARF, HONOLULU HARBOR.

1900. Feb. 10	41	Cotton Brothers & Co ..	Bill—first payment on account of a contract to construct a wharf and warehouse on the Waikiki side of harbor channel and 100 piles driven.	\$15.00
20	110	.....do	Bill—second payment on account of contract to construct a wharf and warehouse on the Waikiki side of harbor channel (all piles driven equivalent).	17 00
28	129	.....do	Bill—third payment on account of contract to construct a wharf and warehouse on the Waikiki side of harbor channel.	15 00
Mar. 15	186	.....do	Bill—fourth payment on account of contract to construct a wharf and warehouse on the Waikiki side of harbor channel (wharf completed and accepted).	17 00
May 31	653	.....do	Bill—fifth payment on account of contract to construct a wharf and warehouse on the Waikiki side of harbor channel.	7 00
July 31	890	.....do	Bill—sixth and final payment on account of contract to construct a wharf and warehouse on the Waikiki side of harbor channel.	2 00
				69.00

RECAPITULATION.

Expenses, bubonic plague.....	\$625.00
Unpaid bills, bubonic plague.....	6 90
Temporary maintenance of persons released from quarantine.....	6 50
Construction of buildings for shelter of persons released from quarantine.....	15 00
Completion of detention camp No. 2, Vineyard street.....	9 40
Support of military pay roll	46 40
Support of military	14 50
Harbor improvement, Honolulu.....	69.00

Total..... 797.30

Less the following amounts for receipts and refunds:

From board of health:

Kerosene warehouse camp.....	\$37.26
Quarantine and disinfecting of premises	213.00
Unclaimed on pay roll, bubonic plague	20 50
Sale of pipe, etc., Kalihi camp	6,625 30
Sale of fences, Chinatown	1,877.19
Sale of fences and goods stored at drill shed	2,254.50
Sale of fences, buildings, etc., Kakaako	1,362.77
Amount refunded H. A. Murray.....	88.00
Unclaimed on pay rolls, finance committee	1,856 00
Sale of fences and building material	1,961.29
Auction sale of goods	163 30
Sale materials at Kahului	85.00
Prophylatic injections.....	3,013 00

Total from board of health..... \$19,497.10

Through auditing department:

On account two duplicate warrants	\$10.22
Unclaimed on military pay rolls	44.00
Canceled warrants, parties not found	23.40

Total from auditing department..... 77.62

Public works department:

Sale materials, etc., detention camps Nos. 1 and 2.....	5,488 27
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Total receipts and refunds..... 25.06

Net cost to Hawaiian government for account bubonic plague, 1899-1900..... 772.24

EXHIBIT No. —.

REPORT OF THE AUDITOR FOR THE YEAR ENDED DECEMBER 31, 1900.

SIRS: I have the honor to submit the following report of the auditing department for the year ended December 31, 1900:

INTRODUCTION.

This being the annual report for the period preceding the meeting of the first legislature of the Territory of Hawaii, it must serve a useful purpose. I therefore submit it jointly to the chief executive and to the legislature, endeavoring to cover the ground contemplated by the following statute, section 20, act 39, "audit act:"

The auditor shall make an annual report to the governor and biennial report to the legislature. It shall be lawful for the auditor in such yearly report, or in any special report which he may at any time think fit to make, to recommend any plans and suggestions that he may think fit or worthy of adoption for the better collection, custody, and payment of public moneys, and the more economical auditing and examining the public accounts, and any improvements in the mode of keeping such accounts that may at any time be brought to his notice, and generally to report upon matters relating to public accounts.

The year under review has been a peculiarly trying one for this department. Commencing in the midst of the most disastrous epidemic financially which has ever visited these islands, and covering the period of transition in the form of local government from the "republic" to the Territory of Hawaii, many new questions were raised which had to be decided, in accordance with the law and precedence when any precedent was applicable to the case, or by the exercise of the limited discretionary power reposed in the auditor when no direct provision could be found.

In all decision and rulings necessitated by these unusual conditions, we have endeavored to correctly construe the law, and at the same time to facilitate public business.

BUBONIC PLAGUE.

The history of this epidemic, with minute details of cost, will doubtless be written by the board of health, covering appropriations coming within the scope of its authority; my object in touching upon the matter is to show in concise form the total extraordinary expenditure from the different appropriations drawn upon for its suppression.

The following emergency appropriations were made by the council of state in the order named:

Dec. 12, 1899.	Expenses, bubonic plague	\$25,000
Jan. 5, 1900.	Expenses, bubonic plague	250,000
	Garbage crematory	20,000
Jan. 11, 1900.	Construction of buildings, etc., for shelter of persons released from quarantine	15,000
	Temporary maintenance of persons released from quarantine	5,000
Feb. 27, 1900.	Expenses bubonic plague	100,000
	Completion of detention camp No. 2, Vineyard street, including laying of special sewer to the river	10,000
Mar. 23, 1900.	Expenses bubonic plague	10,000
	Expenses bubonic plague	240,000
Apr. 3, 1900.	Temporary maintenance of persons released from quarantine	2,500
		<hr/>
		677,500

The extraordinary expenditures under the direct control of the board of health, "expenses bubonic plague," I have subdivided into three general classes, viz, labor, salaries, and material and supplies, and show the distribution of the funds, as per the following statement:

Year and month.	Labor and pay rolls.	Salaries, physicians and superintendents, etc.	Material and supplies.	Total by months.	Number of warrants drawn.
1899.					
December	\$2,795.43	\$150.00	\$10,577.76	\$13,523.19	
1900.					
January	54,712.07	100.00	3,829.05	58,641.12	
February	62,667.12	1,206.28	37,252.00	101,125.40	
March	28,068.63	3,347.77	180,247.54	211,663.94	
April	26,250.71	5,913.27	96,279.88	128,443.86	
May	2,197.32	1,452.99	67,241.50	70,891.81	
June	1,623.17	132.01	10,847.62	12,602.80	
July	637.00	100.00	7,346.40	8,083.40	
August	457.11		103.90	561.01	
September	1,615.63		15,339.08	16,954.71	
October	609.25		1,803.24	2,412.49	
November					
December			95.27	95.27	
Total	181,633.44	12,402.32	430,964.24	625,000.00	

Department of the interior plague expenditures were as follows:

Appropriations.

Year and month.	Construction of buildings, etc., for persons released from quarantine.	Completion of detention camp No. 2, etc.	Temporary maintenance of persons released from quarantine.	Total by months.	Number of warrants drawn.
1900.					
January			\$176.30	\$176.30	
February	\$4,836.63		612.21	5,448.84	
March	842.65	\$534.94	2,191.32	3,568.91	
April	8,795.43	1,841.80	1,752.55	12,389.78	
May	525.29	6,495.65	895.33	7,916.27	
June			841.78	841.78	
July		550.00		550.00	
August			110.00	110.00	
Total	15,000.00	9,422.39	6,579.49	31,001.88	17

Department of foreign affairs plague expenditures from military appropriations, covering pay of soldiers on active-service footing and their maintenance from January 1 on to the end of such service, are as follows:

Appropriations.

Year and month.	Support of military.	Support of military pay roll.	Total.	Number of warrants drawn.
1899.				
December		\$9,542.91	\$9,542.91	10
1900.				
January	\$6,737.77	27,486.46	34,224.23	46
February		9,068.86	9,068.86	12
March		349.93	349.93	1
April	9,888.15		9,888.15	104
May	877.05		877.05	3
June	535.06		535.06	17
Total	18,088.03	46,448.16	64,486.19	272

Recapitulation, plague expenditures.

9. Board of health	\$13,523.19	
Military	9,542.91	\$23,066.10
	<hr/>	
10. Board of health	611,476.81	
Department of interior	31,001.88	
Military	54,943.28	697,421.97
	<hr/>	<hr/>
		720,488.07

In addition to the above, two other large expenditures were made for permanent improvements, which may be classed as extraordinary, being considered necessary at the time to successfully cope with the epidemic, viz: For garbage crematory, \$16,844.59, from an emergency appropriation made by the "council of state;" and for "quarantine wharf," \$69,676, from the regular "loan appropriation for harbor improvements, Honolulu," making a total extraordinary expenditure of \$807,008.66 from December 12, 1899, or of \$783,942.56 during the year 1900; for which vouchers have been approved and 2,150 warrants drawn in payment.

These enormous expenditures added very materially to the work of this department, which had to be done with a depleted force, as two members of the regular staff were called upon for military service.

The vouchers include items for the clothing, feeding, and housing of thousands of people, set out in the minutest detail; and I can report that all the provisions of the law were as strictly complied with as to approval, checkings and verification as in the ordinary routine business of the government.

APPROPRIATIONS.

The authorized appropriations credited upon the books of this department are given in detail in the statistical portion of this report under the head of expenditures, but as the aggregate reaches such an enormous sum as compared with other periods, some further explanation as to this increase seems desirable.

The country entered upon a new financial period without the election of a regular legislative body to provide appropriations and to adjust revenue laws to meet the requirements, and had it not been for the wise provision of the constitution (article 70, sections 4, 5, and 6) the legality of the expenditures necessary for the carrying on of the government after March 31 would have been open to question.

This constitutional provision reappropriated the "salaries and pay rolls" (act 60, session laws 1898) in full, \$2,209,656; also the "current expense (act 58), with the exception of appropriations for specific purposes, which were eliminated by vote of the executive council, leaving \$1,909,725. The unexpended balances of the old loan act, which did not lapse until March 31, and of the first bubonic plague appropriation were brought forward, \$604,887.51. In addition to these the "council of state," acting under special authority from the president, in its special and regular sessions passed appropriations amounting to \$4,567,357.18 from current and loan funds, making a grand total of \$9,291,625.69.

TRANSFERS FROM CURRENT CASH.

I have approved transfers from the current cash during the past two years for the following purposes:

First. To pay depositors in the postal savings bank, under authority of section 786 of the civil laws, "if at any time the moneys paid into the treasury on account of the Hawaiian Postal Savings Bank, and interest accrued thereon, shall be insufficient to meet the lawful claims of the depositors, it shall be the duty of the minister of finance to pay the amount of such deficiency out of any moneys not otherwise appropriated, and report the said amount to the next legislature," amount as follows, viz:

August, 1899.....	\$10,000
December, 1899	20,000
May, 1900	5,000
June, 1900	15,000
	<hr/> 50,000

Of this amount the postal savings bank returned to current cash in October, 1900, \$16,388.69 (being the amount of interest due depositors from January 1 to June 30, paid from the appropriation "interest on all loans and advances," and cash on hand when the United States Government commenced paying depositors), leaving a balance of \$33,611.31 to be reported.

Second. To the loan fund under authority of section 1, act 63, session laws 1898 (making loan appropriations): "Provided, however, That moneys advanced from current receipts or from deposits in the postal savings bank for the objects named may, as soon as practicable, be reimbursed from moneys obtained from such loan," as follows:

December, 1899	\$100,000
February, 1900.....	100,000
March, 1900.....	250,000
July, 1900.....	100,000
August, 1900	100,000
October, 1900	25,000
November, 1900	124,000
	<hr/> 799,000

which with the balance due from postal savings bank makes a total of \$832,611.31 due to the current cash. The payments to the postal savings bank were made necessary by the withdrawals exceeding the deposits in the regular course of business, and probably no legislative enactment is required to make it permanent, it being a statutory provision.

The transfers to loan fund were made in the nature of advances as implied by the wording of the act, "May, as soon as practicable, be reimbursed, etc., and must be returned to current cash from the first loan negotiated by the Territory unless made permanent by an act of the legislature. When the first transfer was made in December, 1899, the treasury was in the most flourishing condition ever recorded, having a balance in the current cash of over \$1,600,000, and the minister of finance did not deem it advisable to further increase the bonded indebtedness of the country when sufficient funds were in hand to meet the requirements for both the current and loan expenditures from appropriations then authorized.

concurred in this opinion and approved the transfers, with theviso quoted above and the understanding that the matter would beorted to the first legislature.

The loan-fund expenditures for the year 1900, with the balance on d December 31, 1900, of \$58,497.20, make a total of \$781,002.39, within a few thousand dollars of equaling the amount transferred. e following general statement will give a fair conception of how l where the money was expended:

nd of Oahu:	
Sewerage of Honolulu	\$284,804.40
Waterworks, Honolulu	118,921.03
Harbor improvements, Honolulu.....	101,679.28
Improvements, Nuuanu Stream	3,536.07
	<hr/> \$508,940.78
nd of Hawaii:	
Harbor improvements, Hilo	5,633.62
Sewerage, Hilo.....	3,373.38
Waterworks, Hilo	11,894.68
Roads and bridges, Hawaii	92,132.90
Postoffice, Hilo	461.75
	<hr/> 113,496.33
nd of Mani:	
Waterworks, Wailuku and Kahului	36,341.98
Roads and bridges, Mani.....	50,115.95
	<hr/> 86,457.93
nd of Kauai:	
Roads and bridges, Kauai.....	765.00
General	2,345.15
Subsidy O. R. & L. Co.....	10,500.00
	<hr/> 12,845.15
	<hr/> 722,505.19

It will be seen from the above and from the detail of expenditures nder the loan act, given in the statistical portion of this report, that e money was spent for necessary public improvements which were rtially completed when the loan fund became exhausted, and that a oppage of the works would have resulted in great loss to the untry.

TERRITORIAL GOVERNMENT.

The change in the form of local government inaugurated by the rganic act on June 14 created less friction than was at first antici-ated. It was deemed unnecessary to attempt to close the accounts of e republic on June 13 and open them again as of June 14 for the rritorial government, as the liabilities of the republic were assumed y the "Territory," and the laws governing appropriations were ntinued almost unchanged.

The salaries of all the offices abolished and those taken upon the pay oll of the Federal Government by the organic act were paid through une 13, and have not been drawn upon since, with the following xceptions: Minister of finance, land agent, commissioner of agricul-ure, minister of the interior, auditor-general, deputy auditor-general, urveyor-general, marshal, clerical assistance auditor-general, and lerts, etc., interior department. In the matter of continuing the yment of these salaries, I asked the attorney-general for an opinion, rom which I will quote the following paragraph:

I am of opinion that there is no occasion for any hiatus in administering the airs of the local government. I think that wherever an old office has been abol-

ished by name and a new office, invested with the same responsibilities and duties has been created, it is proper and lawful for the auditor to pay the salary heretofore attached to the office until a change is made.

Acting upon this opinion, the salaries for all the new offices created, with the exception of the "superintendent of public instruction," have been paid.

The duties of the "superintendent of public instruction" were formerly performed by the minister of foreign affairs, who was ex officio minister of public instruction, with no independent salary attached; hence the "superintendent of public instruction" has served without pay from the date of his appointment, being content to look to the legislature for suitable compensation.

The expenses of making final collections and closing the books of the custom-house and post-office after their transfer to the Federal Government were charged to the incidental appropriations for the bureaus on vouchers approved by the governor.

REVENUE AND EXPENSES.

As no separation can be made in the annual financial statement of the receipts and expenditures of the republic from those of the Territory, I have prepared the following general statement of the receipts and expenditures on account of current cash for the past five months.

Receipts current cash.

	General.	Taxes.	Special deposits.	Total.
1900.				
August.....	\$88,586.30	\$6,401.00	\$2,183.00	\$97,170.30
September.....	59,071.88	5,441.20	1,305.00	65,818.08
October.....	102,594.48	12,971.30	1,170.20	116,736.98
November.....	48,890.17	464,983.81	2,684.37	516,558.35
December.....	81,189.17	452,775.83	10,973.78	544,938.78
Total.....	379,832.00	942,573.14	18,316.35	1,340,721.49

Expenditures (less bubonic plague bills).

	General.	Interest.	To special deposit.	Total.
1900.				
August.....	\$176,976.38	\$6,065.25	\$2,183.00	\$185,224.63
September.....	177,713.85	6,565.00	1,305.00	185,583.85
October.....	167,150.18	66,773.51	1,170.20	235,093.89
November.....	155,434.44	10,251.25	2,684.37	168,370.06
December.....	177,402.51	9,772.19	10,973.78	198,148.48
Total.....	854,677.31	99,427.20	18,316.35	972,420.86

The average monthly receipts from taxes for the year (less taxes credited to special deposit) is \$97,951.81, and from other sources on basis of past five months \$75,966.40, making a total of \$173,918.21. The average monthly general expenses for past five months is \$170,935.46. Add to this the monthly interest on the Territory's share of the bonded indebtedness, \$3,897.50, making a total of \$174,832.96, showing a deficit of \$914.75 a month. Add to this amount \$15,903.08 per month advanced to pay interest on bonds assumed by the Federal Government makes the actual deficit of \$16,817.83.

Estimate of the resources and expenses of the Territory to June 30, 1901.

on hand December 31, 1900	\$624, 471. 25	
warrants outstanding	30, 292. 67	
		\$594, 178. 58
dipts from general revenue, six months		450, 000. 00
dipts from collections of personal taxes, less road tax on basis of 00, for the first six months of the year		210, 000. 00
		1, 254, 178. 58
enses on basis of past five months with interest on e whole bonded debt at \$191,000	\$1, 146, 000. 00	
mate of June bills to be paid as of June 30, if period closed on said date	50, 000. 00	
enses legislature, 1901	25, 000. 00	
		1, 221, 000. 00
on hand June 30, 1901		33, 178. 58
from the Federal Government for interest on bonded debt assumed ine 14, 1900, to June 30, 1901 ^a		199, 725. 28
mate total resources June 30, 1901		232, 903. 86

The monthly and annual comparative financial statements have been
regularly published, as provided by law. The following is the annual
comparative statement for the years 1899 and 1900:

Financial statement.

RECEIPTS.

	1899.	1900.
es, penalties, and costs	\$69, 596. 44	\$75, 608. 55
Francisco consulate fees	20, 836. 00	12, 559. 35
ese immigration fund	838. 55	6. 10
enne stamps	190, 111. 60	b 49, 315. 50
toms bureau	1, 295, 628. 95	• 597, 897. 14
al bureau	120, 107. 16	c 64, 655. 45
bureau	1, 068, 117. 27	1, 295, 157. 79
rior office	241, 317. 65	d 83, 099. 61
olulu waterworks	83, 045. 95	80, 613. 65
waterworks	4, 310. 35	5, 517. 44
ea waterworks	155. 00	97. 50
pahoeboe waterworks	141. 50	93. 50
olulu market	9, 756. 00	12, 288. 75
tric light	561. 60	.....
veyance bureau	20, 983. 00	18, 142. 00
d revenue	109, 680. 60	98, 853. 87
d sales	48, 299. 85	6, 178. 26
on	1, 904. 27	1, 778. 85
stry of brands	53. 00	45. 00
ernment realizations	49, 307. 29	61, 791. 38
artment of public instruction	7, 731. 75	4, 779. 77
eritance tax	8, 747. 72	5, 190. 13
asury collections		d 171, 899. 80
osene warehouse		e 4, 309. 77
lie works office		e 83, 103. 00
luku waterworks		d 995. 00
for master, Honolulu		f 70, 745. 24
artage, Hilo		f 1, 160. 78
tal savings bank		f 16, 388. 69
Total current receipts	3, 345, 231. 50	2, 772, 871. 87
erment bonds	509, 000. 00	.....
Total loan fund receipts	509, 000. 00	.....
Total receipts	3, 854, 231. 50	2, 772, 871. 87

Estimated on 6 per cent bonds	2, 909, 200. 00
Estimated on 5 per cent bonds	315, 800. 00
Estimated on 4½ per cent bonds	11, 000. 00
Total	3, 236, 000. 50

to June 13, 1900. In "treasury collections" after June 14, 1900.
to June 13, 1900.
in "treasury collections" and "public works office" from June 14, 1900.
from June 14, 1900.
from June 14, 1900. In "customs bureau" to June 13, 1900.

Financial statement—Continued.

EXPENDITURES.

	1899.	1900
Civil list and permanent settlements.....	\$14,575.04	\$5,435.00
Department of judiciary.....	99,286.26	81,600.00
Department of foreign affairs.....	54,387.41	42,300.00
Support of the military.....	36,492.78	74,320.00
Department of finance, general.....	26,748.80	27,510.00
Customs bureau.....	93,221.00	61,370.00
Postal bureau.....	80,061.93	54,000.00
Tax bureau.....	46,846.69	37,000.00
Interior salaries.....	18,738.70	19,400.00
Subsidies.....	15,644.00	12,000.00
Interior, general.....	9,474.07	53,750.00
Public grounds.....	10,315.67	11,300.00
Forests and nurseries.....	9,604.34	10,000.00
Fire departments.....	34,917.08	49,000.00
Bureau of public works.....	370,380.14	441,000.00
Bureau of waterworks.....	45,789.78	51,000.00
Bureau of survey.....	47,568.78	25,510.00
Bureau of immigration.....	5,145.57	2,170.00
Bureau of conveyances.....	7,922.30	8,200.00
Bureau of health.....	256,019.45	910,000.00
Commission of public lands.....	17,586.08	14,400.00
Department of the attorney-general.....	296,673.17	275,000.00
Department of public instruction.....	324,664.98	317,000.00
	1,925,972.92	2,502,000.00
Postal savings-bank withdrawals.....	30,000.00	20,000.00
Interest on all loans and advances.....	260,976.89	257,000.00
Road tax to special deposit.....	94,063.00	119,750.00
Hospital tax to special deposit.....	84,700.05	9,000.00
Land sales to special deposit.....	48,299.85	6,170.00
	468,039.79	412,750.00
Total current expenditures.....	2,394,012.71	3,005,000.00
Payments under loan act.....	644,625.67	722,500.00
Total expenditures.....	3,038,638.38	3,727,500.00

STATEMENT OF TREASURY CASH.

CURRENT ACCOUNT.			
Balance January 1.....	\$740,280.21	\$1,531.74	
Receipts.....	3,345,231.50	2,772,500.00	
	4,085,511.71	4,304,240.00	
Expenditures.....	2,394,012.71	3,005,000.00	
Warrants outstanding January 1.....	65,771.20	6,170.00	
Transfer to loan fund cash.....	100,000.00	699,000.00	
	2,559,783.91	3,710,170.00	
Warrants outstanding December 31.....	6,056.49	30,330.00	
	2,565,727.42	3,680,140.00	
Current cash balance.....	1,531,784.29	624,100.00	
LOAN FUND.			
Balance January 1.....	126,075.77	92,200.00	
Receipts.....	509,000.00		
Transfer from current cash.....	100,000.00	699,000.00	
	735,075.77	791,200.00	
Expenditures.....	644,625.67	722,500.00	
Warrants outstanding January 1.....	8,611.71	10,390.00	
	653,237.36	732,890.00	
Warrants outstanding December 31.....	10,391.74	160,000.00	
	642,845.64	732,730.00	
Loan fund cash balance.....	92,280.13	68,470.00	

Financial statement.

STATEMENT OF LOAN INDEBTEDNESS.

	1899.	1900.
CURRENT ACCOUNTS.		
standing bonds ^a	\$4, 214, 400. 00	^b \$4, 186, 400. 00
postal savings bank.....	768, 181. 62	^c 98, 471. 81
Total.....	4, 982, 581. 62	4, 284, 871. 81
loan fund cash balance.....	92, 230. 13	58, 497. 20
Net loan indebtedness.....	4, 890, 351. 49	4, 226, 374. 61

^a \$80,100 bonds paid from "land sales, special deposit."
^b \$28,000 bonds paid from "land sales, special deposit."
^c \$666,095.50 paid by United States Government to date.

TREASURY WARRANTS.

The following is a list of the warrant books, showing the number of warrants drawn for all approved salaries and claims against the government for the year January 1 to December 31, 1900:

	Number warrants.
President and permanent settlements.....	38
Foreign affairs.....	918
Judiciary department.....	1, 007
Finance department.....	362
Postal bureau.....	1, 896
Customs bureau.....	783
Tax bureau.....	411
Attorney-general's department.....	6, 310
Public instruction.....	6, 453
Commission public lands.....	321
Waterworks bureau.....	565
Public works bureau.....	2, 997
Board of health bureau.....	4, 809
Forests and nurseries.....	201
Public grounds, general.....	92
Fire department.....	365
Interior department.....	990
Survey bureau.....	345
Conveyance bureau.....	105
Immigration bureau.....	27
Loan fund.....	1, 286
Total.....	30, 281

The total expenditures approved for which warrants are required amounted to \$3,315,140.34, or an average of \$109.47 for each warrant.

PUBLIC ACCOUNTS.

All the time possible has been devoted to the methodical examination of the public accounts in Honolulu and on the other islands, it being my purpose to check accounts for the collection of revenue in the different offices from original documents and books of entry, commencing with January 1, 1898. The custom-house and postal receipts have been checked to the date of transfer to the Federal Government, and were found to agree with payments to the treasury.

The following summary shows the work performed to date:

Number of accountants checked for receipts:

Oahu
Hawaii
Maui

Total number accounts examined.....

Number errors and omissions:

Oahu (short paid, \$131.31)
Hawaii (short paid, \$222.70)
Maui (short paid, \$30.50)

Total (short paid, \$366.51)

Two amounts have been paid into the treasury in excess of collections and discovered too late for correction before the end of the period, viz, by H. M. Dow, clerk to the high sheriff, on account of fines and costs, \$439.95; and by C. H. Dickey, assessor second division, on account of taxes, \$336.71. I would recommend that an appropriation be provided at this session of the legislature to reimburse the amount so paid in excess. The total amount of collections checked from original account in the various offices to date is \$5,948,167.52 or about 10 per cent of the total revenue for three years.

RECOMMENDATIONS.

I would respectfully make the following recommendations:

First. That the biennial period be changed to conform to the first year of the Federal Government, the new period to commence July 1, 1901.

Second. That an act be passed making the transfers from current cash to "loan fund" (as reported herein) permanent. I believe that the revenue laws can be changed so as to meet the requirements of the new period for current expenses without the return of this money.

Third. That the merchandise-license law be amended as soon as possible so as to again legalize the collection of revenue from that source. This tax will produce an income of \$100,000 per annum, and the Territory can not afford the loss.

Fourth. That the law relating to the collection of property taxes be amended at once, dividing the tax into two equal parts for the purpose of collection; one-half to be collected from the 15th to the 30th of June and the remainder from the 1st to the 15th of December each year, with the usual penalty for delinquency.

I believe this to be the speediest remedy the legislature can apply to provide means for meeting the necessary current expenses of the government after July 1, 1901.

This year over \$916,000 was paid into the treasury during November and December; by collecting half of the assessment in June, the drain on the money market will not be felt, a part of the first installment will find its way into circulation through government expenditures before the second half becomes due.

Fifth. That the auditing department be placed upon the same basis as other departments of the government as to appropriations.

Several changes are required in the audit act to adapt the law to present conditions, which I will make the subject of a special report during the coming session of the legislature.

DETAILED STATEMENT OF RECEIPTS AND EXPENDITURES.

The following statements will show the receipts of the government in the returns of public accountants in detail, and the expenditures appropriations, balance unexpended, and warrants outstanding on each account:

STATEMENT OF RECEIPTS IN DETAIL FOR THE YEAR 1900.

JUDICIARY DEPARTMENT.

District magistrate. Fines and costs.

Honolulu:

Honolulu	\$796. 20
Ewa	5, 399. 05
Waianae	477. 50
Waialua	1, 276. 50
Koolauloa	522. 88
Koolaupoko	492. 35
	<hr/>
	8, 964. 48
	<hr/> <hr/>

Maui:

Wailuku	4, 301. 54
Makawao	740. 75
Lahaina	2, 297. 65
Honuaula	
Hana	595. 66
Kipahulu	305. 14
Molokai	227. 33
Lanai	
	<hr/>
	8, 468. 07
	<hr/> <hr/>

Hawaii:

Hilo	6, 025. 90
North Kohala	258. 26
South Kohala	450. 43
North Kona	848. 75
South Kona	346. 17
East Kau	
West Kau	767. 80
Puna	221. 31
Hamakua	1, 797. 41
North Hilo	742. 11
	<hr/>
	11, 458. 14
	<hr/> <hr/>

Kauai:

Lihue	2, 609. 11
Koloa	1, 006. 20
Hanalei	227. 08
Kawaihau	763. 20
Waimea	1, 989. 48
	<hr/>
	6, 595. 07
	<hr/> <hr/>

Work, judiciary, Honolulu, fines and cost	7, 140. 15
Government realizations, sale of Hawaiian reports	492. 90
	<hr/>
	7, 633. 05
	<hr/> <hr/>

Work, second circuit court, Maui, fines and costs	1, 259. 06
Work, third and fourth circuit court, Hawaii, fines and costs	1, 862. 35
Work, fifth circuit court, Kauai, fines and costs	1, 262. 10
	<hr/>
	47, 502. 32
	<hr/> <hr/>

DEPARTMENT OF FOREIGN AFFAIRS.

San Francisco consulate receipts.....	\$12,550
Chinese immigration	1
Premium on exchange.....	1.5
Sale of postage stamps.....	1,375
Premium refunded	
Fines for military offenses	30
Unclaimed on pay roll.....	75
M. Makalua's allowance for quarter ending March, 1894, not sent to him.....	250
Office furniture, San Francisco	75
Hospital fees, San Francisco.....	75
Total.....	14,447

DEPARTMENT OF PUBLIC INSTRUCTION.

Book account	\$3,620
Interest and rent.....	1,075
Tuition fees.....	10
Sale of old buildings.....	30
Proceeds of sale of goods made at reform school	85
Sale of old royal school building	125
Total.....	5,035

BUREAU OF TAXES.

First division, island of Oahu.

Honolulu:	
Real estate.....	\$177,405
Personal property.....	106,775
Insurance.....	3,195
Carriages	4,115
Carts and drays	2,095
Dogs and tags.....	1,255
Poll.....	11,325
Road.....	22,655
School.....	22,655
10 per cent penalties.....	4,155
Costs.....	625
Government realization: 3 post-office keys	
Total.....	358,275

Waialua:	
Real estate.....	4,195
Personal property.....	22,355
Carriages	50
Carts and drays	165
Dogs and tags.....	135
Poll.....	2,225
Road.....	4,455
School.....	4,455
10 per cent penalties.....	105
Costs	1
Total.....	38,155

Ewa and Waianae:	
Real estate.....	14,275
Personal property	101,785
Carriages	45
Carts and drays	265
Dogs and tags.....	155

HAWAIIAN INVESTIGATION.

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and Waianae—Continued.

Poll	\$5,749.00
Road	11,498.00
School	11,498.00
10 per cent penalties	287.35
Costs	12.50
	<hr/>
	145,572.35
	<hr/>

lanloa.

Real estate	1,772.95
Personal property	8,900.40
Carriages	20.00
Carts and drays	82.00
Dogs and tags	39.90
Poll	1,120.00
Road	2,240.00
School	2,240.00
10 per cent penalties	87.00
Costs	6.50
	<hr/>
	16,508.75
	<hr/>

lanpoko No. 1:

Real estate	2,445.00
Personal property	4,895.35
Carriages	15.00
Carts and drays	74.00
Dogs and tags	75.60
Poll	771.00
Road	1,542.00
School	1,542.00
10 per cent penalties	38.75
Costs	7.50
	<hr/>
	11,404.20
	<hr/>

lanpoko No. 2:

Real estate	1,790.33
Personal property	2,479.13
Carriages	10.00
Carts and drays	86.00
Dogs and tags	38.30
Poll	667.00
Road	1,334.00
School	1,334.00
10 per cent penalties	40.40
Costs	10.50
	<hr/>
	7,787.66
	<hr/>

Second division—Islands of Maui, Molokai, and Lanai.

haina:

Real estate	\$20,931.48
Personal property	8,841.87
Carriages	124.00
Carts and drays	88.00
Dogs and tags	92.90
Poll	2,079.00
Road	4,158.00
School	4,158.00
10 per cent penalties	133.95
Costs	615.50
	<hr/>
	41,222.70
	<hr/>

Wailuku:

Real estate.....	\$28.00
Personal property	14.50
Carriages	4.00
Carts and drays	4.00
Dogs and tags	1.00
Poll	3.10
Road	6.50
School	6.50
10 per cent penalties	4.00
Costs	

40.50

Makawao:

Real estate.....	31.80
Personal property	14.50
Carriages	3.00
Carts and drays	3.00
Dogs and tags	2.00
Poll	2.50
Road	4.50
School	4.50
10 per cent penalties	3.00
Costs	

59.80

Hana:

Real estate.....	7.00
Personal property	4.50
Carriages	1.00
Carts and drays	1.00
Dogs and tags	1.00
Poll	1.00
Road	3.50
School	3.50
10 per cent penalties	1.00
Costs	

22.50

Molokai:

Real estate.....	3.00
Personal property	2.50
Carriages	1.00
Carts and drays	1.00
Dogs and tags	1.00
Poll	1.00
Road	1.50
School	1.50
10 per cent penalties	1.00
Costs	

10.50

Lanai:

Real estate.....	2.50
Personal property	2.50
Carriages	1.00
Carts and drays	1.00
Dogs and tags	1.00
Poll	1.00
Road	1.00
School	1.00
10 per cent penalties	1.00
Costs	

2.50

HAWAIIAN INVESTIGATION.

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Third division, island of Hawaii.

Real estate.....	\$28,593.50
Personal property.....	46,238.45
Insurance.....	26.05
Carriages.....	765.00
Carts and drays.....	634.00
Dogs and tags.....	601.40
Poll.....	8,517.00
Road.....	17,034.00
School.....	17,034.00
10 per cent penalties.....	890.15
Costs.....	

120,333.55

th Hilo:

Real estate.....	4,063.40
Personal property.....	8,091.80
Carriages.....	60.00
Carts and drays.....	98.00
Dogs and tags.....	103.50
Poll.....	2,255.00
Road.....	4,510.00
School.....	4,510.00
10 per cent penalties.....	61.45
Costs.....	2.00

23,755.15

aa:

Real estate.....	7,341.10
Personal property.....	6,752.00
Carriages.....	120.00
Carts and drays.....	162.00
Dogs and tags.....	177.80
Poll.....	3,377.00
Road.....	6,754.00
School.....	6,754.00
10 per cent penalties.....	303.85
Costs.....	7.00

31,748.75

u:

Real estate.....	10,009.69
Personal property.....	20,426.35
Carriages.....	51.00
Carts and drays.....	224.00
Dogs and tags.....	337.80
Poll.....	1,910.00
Road.....	3,820.00
School.....	3,820.00
10 per cent penalties.....	172.80
Costs.....	1.50

40,773.14

th Kona:

Real estate.....	3,317.30
Personal property.....	732.60
Carriages.....	45.00
Carts and drays.....	66.00
Dogs and tags.....	94.70
Poll.....	635.00
Road.....	1,270.00
School.....	1,270.00
10 per cent penalties.....	151.75
Costs.....	22.50

7,604.85

North Kona:

Real estate.....	\$5.00
Personal property	1.00
Carriages	8
Carts and drays	12
Dogs and tags	25
Poll	1.42
Road	2.85
School.....	2.85
10 per cent penalties.....	12
Costs	
	<hr/> 14.79

South Kohala:

Real estate.....	8
Personal property	1.00
Carriages	3
Carts and drays	3
Dogs and tags	6
Poll	25
Road	53
School.....	53
10 per cent penalties.....	2
Costs	
	<hr/> 4.34

North Kohala:

Real estate.....	6.44
Personal property	11.10
Carriages	11
Carts and drays	44
Dogs and tags	23
Poll	1.78
Road	3.57
School.....	3.57
10 per cent penalties.....	3
Costs	
	<hr/> 27.35

Hamakua:

Real estate.....	26.34
Personal property	25.54
Carriages	11
Carts and drays	45
Dogs and tags	17
Poll	3.66
Road	7.32
School.....	7.32
10 per cent penalties.....	17
Costs	1
	<hr/> 71.54

Fourth division—Islands of Kauai and Niihau.

Lihue:

Real estate.....	\$28.19
Personal property	5.10
Carriages	31
Carts and drays	32
Dogs and tags	22
Poll	2.22
Road	4.44
School.....	4.44
10 per cent penalties.....	6
	<hr/> 45.43

HAWAIIAN INVESTIGATION.

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ioa:

Real estate.....	\$6,199.45
Personal property	5,781.00
Carriages	123.00
Carts and drays	182.00
Dogs and tags	74.90
Poll	2,172.00
Road	4,344.00
School.....	4,344.00
10 per cent penalties.....	12.28
	<hr/>
	23,232.63
	<hr/>

waihau:

Real estate.....	5,782.43
Personal property	8,358.57
Carriages	95.00
Carts and drays	256.00
Dogs and tags	62.60
Poll	1,761.00
Road	3,522.00
School.....	3,522.00
10 per cent penalties.....	65.00
	<hr/>
	23,424.60
	<hr/>

nalei:

Real estate.....	3,622.66
Personal property	6,354.24
Carriages	74.00
Carts and trays.....	68.00
Dogs and tags	180.20
Poll	1,138.00
Road	2,276.00
School.....	2,276.00
10 per cent penalties.....	32.04
	<hr/>
	16,021.14
	<hr/>

limesa:

Real estate.....	8,152.95
Personal property	43,532.85
Carriages	299.00
Carts and drays	264.00
Dogs and tags	276.00
Poll	3,171.00
Road	6,342.00
School.....	6,342.00
10 per cent penalties.....	1.50
	<hr/>
	68,381.30
	<hr/>

hau:

Real estate.....	515.00
Personal property	240.20
Carriages	9.00
Carts and drays	10.00
Dogs and tags	6.20
Poll	24.00
Road	48.00
School.....	48.00
10 per cent penalties.....	
Costs	
	<hr/>

Total 900.40

Grand total..... 1,295,158.69

Bureau of taxes—Recapitulation by divisions.

	First divi- sion—Oahu.	Second divi- sion—Maui, Molokai, Lanai.	Third divi- sion—Ha- waii.	Fourth divi- sion—Kauai, Niihau.	Total.
Real estate	\$201,882.91	\$93,802.86	\$92,108.13	\$52,471.68	\$440,265.58
Personal property	249,186.58	45,257.89	123,202.12	69,432.40	487,078.99
Insurance	8,197.60	.....	26.05	.....	8,223.65
Carriages	4,255.00	682.00	1,389.00	915.00	7,241.00
Carts and drays	2,758.00	972.00	2,238.00	1,136.00	7,004.00
Dogs and tags	1,734.20	783.00	2,030.00	830.00	5,377.20
Poll	21,862.00	10,933.00	23,835.00	10,483.00	67,113.00
Road	43,724.00	21,866.00	47,672.00	20,976.00	134,238.00
School	43,724.00	21,860.00	47,672.00	20,976.00	134,232.00
10 per cent penalties	4,710.90	962.06	2,006.19	172.62	7,851.77
Costs	662.15	695.50	69.50	.....	1,427.15
Realizations: 3 post-office keys .....	.90	.....	.....	.....	.....
Total	577,698.19	197,813.81	342,248.99	177,397.70	1,295,158.69

BUREAU OF CUSTOMS.

Blanks:

Honolulu	\$10,346.00
Kahului	567.00
Hilo	1,261.00
Mahukona	244.00
Waimea	109.00
Harbor master	95.00
Palaau	56.00
Kailua	34.00
Lahaina	53.00
Hana	33.00

12,876.00

Passports:

Honolulu	1,999.00
Kahului	20.00
Hilo	71.00
Mahukona	4.00
Waimea	29.60
Palaau	4.00
Lahaina	1.00

2,128.60

Fees:

Honolulu	3,571.00
Kahului	210.50
Hilo	419.50
Mahukona	106.00
Waimea	46.00
Appraisers	249.47
Harbor master	2,929.50
Palaau	30.50
Kailua	19.00
Lahaina	30.00
Hana	13.50

7,623.97

Wharfage:

Honolulu	56,203.19
Hilo	1,555.24
Kailua	11.75

57,770.18

Towage: Honolulu

20,183.40

es, goods:	
Parcels post.....	\$4, 247. 00
Honolulu.....	199, 977. 73
Honolulu, liquidated.....	4, 033. 30
Kahului.....	4, 184. 21
Hilo.....	9, 848. 58
Mahukona.....	2, 142. 38
Waimea.....	430. 03
Hana.....	55. 63
Lahaina.....	55. 50
Kailua.....	46. 52
Bonded, Honolulu.....	25, 427. 98
Bonded, Hilo.....	105. 49
Appraised goods.....	211. 66
	<hr/>
	250, 766. 01
	<hr/>
ties, spirits:	
Honolulu.....	34, 697. 05
Kahului.....	410. 15
Hilo.....	3, 479. 04
Mahukona.....	358. 60
Waimea.....	20. 00
Kailua.....	201. 60
Bonded, Honolulu.....	151, 257. 48
Bonded, Hilo.....	11, 625. 42
	<hr/>
	202, 049. 34
	<hr/>
capital funds:	
Honolulu.....	9, 578. 78
Kahului.....	24. 00
Hilo.....	214. 00
Waimea.....	2. 00
Palaau.....	17. 20
Lahaina.....	1. 00
	<hr/>
	9, 836. 98
	<hr/>
customs guards:	
Honolulu.....	2, 139. 00
Hilo.....	226. 00
Mahukona.....	96. 00
Kailua.....	42. 50
	<hr/>
	2, 503. 50
	<hr/>
boys:	
Honolulu.....	520. 00
Hilo.....	119. 00
Mahukona.....	28. 00
Kahului.....	106. 00
Palaau.....	12. 00
Kailua.....	8. 00
Waimea.....	20. 00
Lahaina.....	10. 00
Hana.....	8. 00
	<hr/>
	831. 00
	<hr/>
lights:	
Honolulu.....	1, 085. 71
Hilo.....	126. 00
Mahukona.....	54. 00
Kailua.....	12. 00
Waimea.....	30. 00
Palaau.....	18. 00
Lahaina.....	15. 00
Hana.....	12. 00
	<hr/>
	1, 352. 71
	<hr/>

Storage:		
Honolulu.....		\$4,025
Hilo.....		125
Kahului.....		
		4,150
Pilotage.....		24,000
Coasting license.....		1,500
Labor.....		15
Realizations:		
Rent, Kahului.....		25
Recording ships' papers.....		5
Recording bill of sale.....		25
Guards.....		10
Chinese permits.....		175
Testing opium pills.....		10
Chinese bureau.....		70
Salary of guards unclaimed.....		171
Sale of old boat.....		15
Balance from pay for pilots' boats.....		122
		615
		509,521

AUDITING DEPARTMENT.

Refunded by—		
Dairymen's Association (bill paid twice).....		\$4,000
Hobron Drug Company (bill paid twice).....		30
Hawaiian News Company (bill paid twice).....		145
A. Enos & Co. (bill paid twice).....		25
E. W. Jordan (bill paid twice).....		400
Evening Bulletin (bill paid twice).....		25
"Ke Aloha Aina" (bill paid twice).....		100
"Ke Aloha Aina" (bill paid twice).....		400
Lewers & Cooke for freight, which amount had been paid to O. R. & L. Co.....		385
Amounts unclaimed on labor pay rolls as follows:		
Public works.....		49.40
Loan account.....		15.25
Public grounds.....		5.00
Customs.....		4.00
Foreign affairs.....		37.25
		197.00

Licenses (a).

	Interior.	Finance.	Public works.	Total
Agent to take acknowledgments.....	\$20.00	\$65.00		\$85.00
Alcohol.....	50.00	250.00		300.00
Auction.....	600.00	600.00		1,200.00
Awa.....	232.00	2,756.10		2,988.10
Banking.....	8,750.00	3,000.00		11,750.00
Beef butcher.....	520.00	810.00		1,330.00
Billiard.....	800.00	500.00		1,300.00
Boat.....	68.00	80.00		148.00
Boatman.....	27.00	83.00		110.00
Brewery.....		150.00		150.00
Dray, cart, etc.....	847.50	397.50		1,245.00
Driver.....	875.00	500.00		1,375.00
Firearm.....	17.00			17.00
Hunt with firearms.....	10.00	85.00		95.00
Hack.....	996.00	1,551.00		2,547.00
Hotel or restaurant.....	4,850.00	8,400.00		13,250.00
Live stock.....	200.00			200.00
Livery stable.....	175.00	425.00		600.00
Lodging house.....	52.00	62.00		114.00
Merchandise.....	88,420.14	48,558.75		136,978.89
Milk.....	137.50	147.50		285.00

a Interior department issued and collected for licenses to and including June 18. Subsequent to that date they were issued by and payments made to the treasurer.

Licenses—Continued.

	Interior.	Finance.	Public works.	Total.
public.....	\$80.00	\$715.00	.....	\$795.00
ng cake	400.00	1,050.00	.....	1,450.00
ous drugs	100.00	200.00	.....	300.00
ntcher	670.00	600.00	.....	1,270.00
ian	110.00	120.00	.....	230.00
show	821.75	1,225.00	.....	2,046.75
.....	230.00	230.00	.....	460.00
dealers'	1,000.00	6,500.00	.....	7,500.00
tail	5,000.00	24,000.00	.....	29,000.00
olesale	1,500.00	3,500.00	.....	5,000.00
and share	700.00	600.00	.....	1,300.00
co. cigars and cigarettes.....	3,020.00	5,410.00	.....	8,430.00
beer, and ale.....	1,200.00	4,800.00	.....	5,000.00
.....	65,538.89	116,880.85	.....	181,919.74
ine stamps .....	.....	104,299.85	.....	104,299.85
itance tax.....	.....	5,190.13	.....	5,190.13
ce of proceeds of remittance to pay interest on	.....	.....	.....	.....
don loan.....	.....	796.59	.....	796.59
um on same .....	.....	.60	.....	.60
rs patent	80.00	.....	\$40.00	120.00
right.....	5.00	.....	.....	5.00
-mark.....	50.00	10.00	.....	60.00
.....	65.00	10.00	.....	75.00
tnership	47.00	160.50	.....	207.50
icate relating to newspapers.....	2.00	3.00	.....	5.00
nding articles of incorporation and amendments.	285.50	310.50	211.50	807.50
er of association	20.00	.....	.....	20.00
or certificate and for certified copies of records	.....	.....	.....	.....
d documents	22.00	.....	5.00	27.00
olution and disincorporation of company	20.00	40.00	.....	60.00
of 2½ per cent on gross receipts of Hawaiian	.....	.....	.....	.....
etric Company	1,366.98	.....	1,910.64	3,277.62
nd B. Hanalei, sale of material	12.43	.....	.....	12.43
nd B. Lahaina, sale of lumber .....	.....	.....	149.50	149.50
igation charges .....	.....	.....	22.18	22.18
er works, Honolulu, sale 105 tons of iron.....	165.35	.....	.....	165.35
ulu fire department, sale of suction hose.....	25.00	.....	.....	25.00
unt refunded on pay roll not disbursed	100.35	.....	.....	100.35
office keys .....	.....	.60	.90	1.50
of pile driver.....	.....	.....	40.00	40.00
of tools and engine.....	.....	.....	254.00	254.00
t of crane .....	.....	.....	12.00	12.00
of small dredger.....	.....	.....	150.00	150.00
of lumber, copper, iron, rubber, firewood, rock,	.....	.....	.....	.....
.....	.....	.....	469.90	469.90
ate premium on exchange .....	.....	.....	.15	.15
of 1 old boiler.....	.....	.....	500.00	500.00
ewire rope .....	.....	.....	33.00	33.00
1 coil rope .....	.....	.....	188.50	188.50
to sublet lease .....	.....	.....	5.00	5.00
istry of brands .....	.....	.....	10.00	10.00
e of laws.....	.....	.....	55.00	55.00
ernment pounds.....	.....	.....	35.00	35.00
lding permits .....	.....	.....	4,116.50	4,116.50
for application to connect with sewer.....	.....	.....	17.00	17.00
er privileges .....	.....	.....	912.27	912.27
its:	.....	.....	.....	.....
Real estate.....	11,865.59	.....	19,648.58	31,514.17
Rooms at laundry	1,841.00	.....	3,876.00	5,717.00
Storage esplanade	1,587.52	.....	2,649.42	4,236.94
nd sales .....	.....	.....	468.75	468.75
erest, land sales .....	.....	.....	72.16	72.16
Total.....	83,099.61	227,202.62	35,852.95	346,155.18

POSTAL BUREAU.

amp sales, general post-office.....	31,381.07
eneral postage, general post-office.....	1,033.43
ox rents, general post-office	4,661.93
ox rents, island offices	606.50
ostmasters, stamps	20,563.74

Postmasters, tax letters.....	\$502.
Money-order fees.....	5,533.
Refunded from Tokio post-office, over remitted for transit of mails, etc.	2.
	<hr/> 64,000.
Hawaiian Postal Savings Bank	16,300.
	<hr/> 81,050.

SECRETARY TERRITORY OF HAWAII.

Candidate's fees.....	3,750.
Sale of law books.....	10.
Sale of furniture, crockery, etc	3,300.
	<hr/> 7,060.

HARBOR MASTER, HILO.

Wharfage.....	1,000.
Lights and buoys (from June 14).....	75.
	<hr/> 1,100.

HARBOR MASTER, HONOLULU.

Wharfage.....	49,697.
Towage.....	8,953.
Pilotage (from June 14)	21,094.
	<hr/> 70,745.

ROAD SUPERVISOR, HONOLULU.

Lumber, wood, iron, etc	97.
Macadam, rock, sand.....	2,079.
Use of steam roller.....	207.
Use of portable crusher.....	25.
Sale of manure.....	21.
Amount refunded for 7 days' labor paid in excess, December, 1900	17.
	<hr/> 2,449.

ATTORNEY-GENERAL'S DEPARTMENT.

High sheriff, Honolulu:	
Fines and costs.....	23,750.
Prison receipts.....	1,078.
Kerosene storage.....	877.
Weights and measures.....	2371.
Gambling money	134.
	<hr/> 26,003.

Sheriff, Maui:	
Fines and costs.....	1,241.
Registry of brands.....	22.
	<hr/> 1,263.

Sheriff, Hawaii:	
Fines and costs.....	2,978.95
Prison receipts	700.85
Registry of brands.....	21.00
Rent of government benches.....	2.00
Testing weights and scales	40.50
Rent of Waimea C. H	2.50
Liquor sold at auction	49.25
Sale of schooner <i>Nomad</i>	4.85
	<hr/> 3,800.00

HAWAIIAN INVESTIGATION.

1807

iff, Kanai:

Fines and costs	\$622. 40
Registry of brands.....	2. 00
	<hr/>
	624. 40
	<hr/>

per of kerosene warehouse:

Storage—	
Honolulu	4, 210. 65
Hilo (from June 14).....	99. 12
	<hr/>
	4, 309. 77
	<hr/>

per of powder magazine:

Storage—	
Honolulu	424. 65
Hilo.....	81. 90
	<hr/>
	506. 55
	<hr/>
	36, 587. 45
	<hr/>

COMMISSION OF PUBLIC LANDS.

nd revenue:

Rents	97, 528. 90
Interest	1, 265. 97
Office fees	59. 00
	<hr/>
	98, 853. 87
	<hr/>

nd sales:

Special agreements	3, 846. 10
Homesteads	1, 496. 60
Olaa lots	445. 80
Cash freeholds	350. 77
Right of purchase lease.....	39. 99
	<hr/>
	6, 178. 26
	<hr/>
	105, 032. 13
	<hr/>

BUREAU OF CONVEYANCES.

ecording fees:	18, 142. 00
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HONOLULU MARKET.

Monthly rent of stalls	12, 380. 00
Transient rent of stalls.....	508. 75
	<hr/>
	12, 888. 75
	<hr/>

BUREAU OF SURVEY.

Rating chronometers	38. 00
Maps and tracings.....	106. 50
Settling boundary.....	10. 00
Survey of Kalihi	10. 00
Sale of lumber and corrugated iron, Hawaii.....	21. 00
	<hr/>
	185. 50
	<hr/>

FORESTS AND NURSERIES.

Sale of wood.....	26. 25
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HONOLULU FIRE DEPARTMENT.

Sale of condemned horses	200. 00
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BOARD OF HEALTH.

Excavator receipts	\$6,502.
Kalaupapa store	12,511
Leper settlement	167
Certificate of registrations	19
Insane asylum	187.
Koloa Hospital	13
Kerosene, W. H. Camp	37.
Post-office keys	1.
Carcasses of 12 injured cattle	104.
Hides and tallow	2,820.
Quarantine and disinfection of premises	213
Unclaimed on pay roll, expenses bubonic plague	20
Prophylactic injections	3,011
Unclaimed on pay roll, removing garbage	22
Sale of pipe, etc., Kalihi camp	6,625.
Rent Kalihi camp	743
Removing buildings	19
Sale of fences, Chinatown	1,877
Sale of fences and of goods stored at drill shed	2,254
Sale of fences, buildings, and materials at Kakaako	1,362.
Amount refunded on claim for services	38.
Amount refunded on pay roll drawn by mistake	40
Refunded P. Akamu, pay roll 3657	3
Unclaimed on labor pay rolls, expenses bubonic plague	1,856
Sale of fences and building material	1,951.
Auction sale of goods	163
Goods and fixtures sold at Kahului	85.
	<hr/>
	42,642
	<hr/>

BUREAU OF WATERWORKS.

Honolulu:

Shipping	19,057.
Labor and material	1,388.
10 per cent penalty, back periods	147.
Rates, back periods	1,500.
10 per cent penalty, current period	722.
Back rates, current period	7,266.
Advance rates, current period	50,530.
Government realizations—	
27½ tons old iron	32.
535 pounds old brass	32.
	<hr/>
	80,973.
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Hilo:

Water rates	5,405.
10 per cent penalty	49.
Fittings	61.
Cutting off taps	1.
	<hr/>
	5,517.
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Laupahoehoe: Water rates	93.5
Koloa: Water rates	97.5
	<hr/>

Wailuku and Kahului:

Labor and material	19.00
Advance rates, current period	954.00
Shipping	22.00
	<hr/>
	995.00
	<hr/>

87,677.18

HAWAIIAN INVESTIGATION.

1309

RECAPITULATION OF RECEIPTS.

ees and costs:

Clerks of courts	\$11,523.66
District magistrates	35,485.76
High sheriff	23,756.20
Sheriffs	4,842.93
	<hr/>
	75,608.55
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Government realizations:

Clerk of judiciary	492.90
High sheriff	1,248.95
Sheriff Hawaii	99.20
Customs	624.43
Postal	9.68
Public instruction	258.95
Foreign affairs	1,881.64
Waterworks, Honolulu	360.10
Public works	2,749.95
Roads, Honolulu	2,449.26
Survey	185.50
Fire department, Honolulu	200.00
Forests and nurseries	26.25
Powder storage—	
Honolulu	424.65
Hilo	81.90
Board of health	42,642.59
Secretary of Territory	7,060.25
Tax office .....	.90
Finance office	797.19
Deputy auditor	197.09
	<hr/>
	61,791.38
	<hr/>

Bureau of taxes:

Real estate	440,265.08
Personal property	487,078.94
Insurance	3,223.65
Carriages	7,241.00
Carts and drays	7,104.00
Dogs and tags	5,377.20
Poll	67,119.00
Road	134,238.00
School	134,232.00
Ten per cent penalties	7,851.77
Costs	1,427.15
	<hr/>
	1,295,157.79
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Bureau of customs:

Blanks	12,870.00
Passports	2,128.00
Fees	7,623.97
Duties—	
Goods	250,642.31
Spirits	202,049.34
Wharfage	57,763.54
Hospital fund	9,836.98
Buoys	831.00
Lights	1,352.71
Towage	20,183.40
Storage	3,836.93
Customs guards	2,456.50
Pilotage	24,006.56
Coasting license	1,806.36
Labor	15.60
Realizations	493.94
	<hr/>
	597,897.14
	<hr/>

Treasurer	\$116,915.4
Revenue stamps	104,272.5
Inheritance tax	5,140.0
	<u>226,457.9</u>
Postal bureau	64,655.0
Hawaiian postal savings bank	16,388.0
	<u>81,043.0</u>
Interior office	83,000.0
Public works	33,100.0
	<u>116,200.0</u>
Honolulu waterworks	80,613.0
Hilo waterworks	5,517.0
Laupahoehoe waterworks	91.0
Koloa waterworks	97.0
Wailuku and Kahului waterworks	945.0
Honolulu market	12,600.0
	<u>100,205.0</u>
Conveyances	18,142.0
Harbor master:	
Honolulu	70,745.0
Hilo	1,160.0
	<u>71,905.0</u>
Land revenue	98,853.0
Land sales	6,175.0
	<u>105,028.0</u>
Prison receipts	1,775.0
Registry of brands	45.0
Kerosene storage:	
Honolulu	4,210.0
Hilo	99.0
	<u>6,133.6</u>
San Francisco consulate	12,559.0
Chinese immigration	6.0
	<u>12,565.4</u>
Board of education:	
Book account	3,600.5
Interest and rent	1,073.2
Tuition fees	16.0
	<u>4,779.7</u>
	<u>2,772,871.8</u>
RECAPITULATION OF RECEIPTS BY DEPARTMENTS.	
Judiciary department:	
Clerks of courts	12,016.5
District magistrates	35,485.7
	<u>47,502.3</u>
Department of foreign affairs	14,447.0
Department of public instruction	5,038.7

HAWAIIAN INVESTIGATION.

1311

Finance department:

Office	\$227,202.62
Bureau of taxes	1,295,158.69
Bureau of customs	598,521.57
Postal bureau	81,053.82
Auditing department	197.09
Bureau of conveyances	18,142.00

2,220,275.79

Secretary Territory of Hawaii

7,060.25

Attorney-general's department:

High sheriff	26,083.15
Sheriffs	5,687.98
Kerosene storage	4,309.77
Powder storage	506.55

36,587.45

Commission of public lands:

Land revenue	98,853.87
Land sales	6,178.26

105,032.13

Bureau of survey

185.50

Board of health

42,642.59

Forests and nurseries

26.25

Interior department, office

83,099.61

Public works:

Office	35,852.95
Bureau of waterworks	87,677.19
Fire department, Honolulu	200.00
Honolulu market	12,888.75
Harbor master, Hilo	1,160.78
Harbor master, Honolulu	70,745.24
Road supervisor, Honolulu	2,449.26

210,974.17

2,772,871.87

APPROPRIATIONS, 1900.

Unexpended balances loan fund account	\$593,410.70
Unexpended balance expenses bubonic plague	11,476.81
Jan. 5. By council of state	270,000.00
11. By council of state	20,000.00
Feb. 27. By council of state	10,000.00
27. By council of state, act 1	100,000.00
Mar. 21. By council of state, act 1	345,253.24
23. By council of state, act 5	10,000.00
31. Reappropriation of act 60, session laws 1898, as per authority of article 70, sections 5 and 6 of constitution republic of Hawaii	2,209,656.00
31. By council of state, act 6	240,000.00
31. Reappropriation of certain amounts in act 58, session laws 1898, as per authority of article 70, section 4 of constitution republic of Hawaii	1,909,725.00
Apr. 3. By council of state, act 8	2,500.00
30. By council of state, act 3	125,128.00
May 15. By council of state, act 3	410,658.82
15. By council of state, act 2	1,456,025.92
15. By council of state, act 4	1,577,791.20
Total	9,291,625.69

Expenditures.

	Appropriation.	Amount drawn.	Balance.	War. Conting.
SALARY OF PRESIDENT AND PERMANENT SETTLEMENTS.				
Salary of president	\$24,000.00	\$5,433.33	\$18,566.67	
Queen Dowager Kapiolani	4,000.00		4,000.00	
Kauiulani	6,000.00		6,000.00	
Mrs. Emma Barnard	600.00	300.00	300.00	
Mrs. Kamakani Simeona	400.00	200.00	200.00	
Mrs. Kaulua	400.00	200.00	200.00	
Mrs. Mary R. Stoltz	720.00	360.00	360.00	
F. W. Fehlbehre	720.00		720.00	
Total.....	36,840.00	6,493.33	30,346.67	
JUDICIARY DEPARTMENT.				
Salary chief justice	12,000.00	1,000.00	11,000.00	
Salary first associate justice	10,000.00	2,263.70	7,736.30	
Salary second associate justice	10,000.00	2,263.70	7,736.30	
Salary clerk of judiciary	5,400.00	2,700.00	2,700.00	
Salary shorthand reporters	9,600.00	4,800.00	4,800.00	
Salary Hawaiian interpreters, supreme and circuit courts	6,000.00	2,995.83	3,004.17	
Salary Chinese interpreter and translator	3,600.00	1,800.00	1,800.00	
Salary Japanese interpreter and translator	3,000.00	1,500.00	1,500.00	
Salary Portuguese interpreter and translator	1,200.00	564.50	635.50	
Salary messengers	1,920.00	945.33	974.67	
Pay of interpreters in all courts not specially provided for	3,000.00	1,224.00	1,776.00	
First circuit:				
Salary first circuit judge	8,000.00	1,810.73	6,189.27	
Salary second circuit judge	8,000.00	1,810.73	6,189.27	
Salary first clerk	3,600.00	1,800.00	1,800.00	
Salary second clerk	1,800.00	627.50	1,172.50	
Salary third clerk	3,000.00	1,500.00	1,500.00	
Salary fourth clerk	2,400.00	1,200.00	1,200.00	
Salary district magistrate, Honolulu	5,000.00	2,500.00	2,500.00	
Salary clerk and interpreter, Honolulu district court	2,400.00	1,200.00	1,200.00	
Salary district magistrate—Ewa	1,680.00	840.00	840.00	
Koolaupoko	1,000.00	500.00	500.00	
Koolauloa	800.00	400.00	400.00	
Waialua	800.00	400.00	400.00	
Waianae	800.00	400.00	400.00	
Second circuit:				
Salary circuit judge	6,000.00	1,358.33	4,641.67	
Traveling expenses circuit judge and clerk	300.00	60.50	239.50	
Salary clerk	1,500.00	750.00	750.00	
Salary district magistrate—Lahaina	2,200.00	1,100.00	1,100.00	
Wailuku	2,880.00	1,440.00	1,440.00	
Makawao	2,200.00	1,100.00	1,100.00	
Hana	1,680.00	840.00	840.00	
Kipahulu	600.00	300.00	300.00	
Honuaula	600.00	300.00	300.00	
Molokai	1,000.00	500.00	500.00	
Lanai	600.00	300.00	300.00	
Third circuit:				
Salary circuit judge, third and fourth circuits	6,000.00	1,326.06	4,673.94	
Traveling expenses circuit judge and clerk, third and fourth circuits	500.00	223.40	276.60	
Salary clerk, third and fourth circuits	2,400.00	1,200.00	1,200.00	
Salary shorthand reporter, third and fourth circuits	2,000.00	1,000.00	1,000.00	
South Kohala	1,000.00	500.00	500.00	
North Kona	1,680.00	840.00	840.00	
North Kohala	2,200.00	1,100.00	1,100.00	
South Kona	1,200.00	600.00	600.00	
West Kau	1,000.00	500.00	500.00	
East Kau	800.00	400.00	400.00	
Fourth circuit:				
Salary district magistrate, South Hilo	2,880.00	1,440.00	1,440.00	
Salary clerk and Hawaiian interpreter, district court, South Hilo	1,200.00	600.00	600.00	
North Hilo	800.00	400.00	400.00	
Hamakua	2,200.00	1,100.00	1,100.00	
Puna	800.00	400.00	400.00	
Fifth circuit:				
Salary circuit judge	6,000.00	1,358.33	4,641.67	
Salary clerk	1,200.00	600.00	600.00	

Expenditures—Continued.

	Appropriation.	Amount drawn.	Balance.	Warrants outstanding.
JUDICIARY DEPARTMENT—continued.				
th Circuit—Continued.				
Salary district magistrate—				
Lihue.....	\$2, 100. 00	\$1, 100. 00	\$1, 100. 00	302. 00
Waimea.....	1, 000. 00	800. 00	800. 00	70. 00
Koloa.....	1, 200. 00	450. 00	750. 00	50. 00
Kawaihau.....	1, 000. 00	500. 00	500. 00	02. 00
Hanalei.....	1, 000. 00	500. 00	500. 00	04. 00
Expenses supreme and circuit courts.....	35, 000. 00	13, 670. 30	21, 329. 70	
Purchase of law books, supreme court.....	1, 500. 00	655. 21	844. 79	
Purchase of law books for circuit courts other than first circuit.....	500. 00	230. 43	269. 57	
Compiling, printing, and binding Hawaiian reports.....	3, 200. 00	967. 00	2, 233. 00	
Salary messenger, clerk's office, Honolulu.....	900. 00	330. 00	600. 00	
Salaries of acting circuit judges.....	1, 000. 00	908. 72	1. 28	
Salary second district magistrate, Honolulu.....	2, 800. 00	900. 00	1, 900. 00	
Salary second clerk and interpreter, Honolulu district court.....	1, 800. 00	600. 00	1, 200. 00	
Traveling expenses substitute district magistrates, first circuit.....	200. 00		200. 00	
Traveling expenses substitute district magistrates, second circuit.....	200. 00		200. 00	
Salary assistant clerk and messenger, third and fourth circuits.....	1, 200. 00	200. 00	1, 000. 00	50. 00
Traveling expenses substitute district magistrates, third circuit.....	200. 00		200. 00	
Traveling expenses substitute district magistrates, fourth circuit.....	200. 00		200. 00	
Traveling expenses district magistrate of South Hilo.....	400. 00		400. 00	
Traveling expenses substitute district magistrates, fifth circuit.....	200. 00		200. 00	
Stationery and incidentals.....	2, 000. 00	952. 16	1, 047. 84	
Total.....	216, 940. 00	81, 686. 36	135, 253. 64	2, 060. 00
DEPARTMENT OF FOREIGN AFFAIRS.				
Salary minister of foreign affairs.....	12, 000. 00	2, 716. 67	9, 283. 33	
Salary secretary.....	4, 800. 00	1, 086. 67	3, 713. 33	
Salary clerks.....	5, 400. 00	1, 575. 83	3, 824. 17	
Salary clerk, executive council.....	3, 000. 00	500. 00	2, 500. 00	
Salary envoy at Washington.....	12, 000. 00		12, 000. 00	
Salary secretary of legation, Washington.....	8, 400. 00		8, 400. 00	
Salary consul-general, San Francisco.....	8, 000. 00	1, 000. 00	7, 000. 00	
Clerical aid, San Francisco.....	2, 400. 00	543. 33	1, 856. 67	
Pay of messenger.....	1, 200. 00	600. 00	600. 00	
Support of military, pay roll.....	110, 000. 00	47, 334. 25	62, 665. 75	
and.....	36, 000. 00	17, 981. 83	18, 068. 17	6. 50
Preservation of archives.....	3, 000. 00	1, 438. 38	1, 561. 62	
Incidentals, foreign office.....	3, 000. 00	1, 828. 03	1, 171. 97	
Expenses connected with diplomatic and consular service.....	15, 000. 00	5, 907. 46	9, 092. 54	
Expenses Hawaiian consulate, San Francisco.....	3, 600. 00	703. 27	2, 896. 73	
State entertainments and ceremonies.....	3, 000. 00	1, 557. 85	1, 442. 15	
Expenses executive council.....	600. 00		600. 00	
Relief and return of indigent Hawaiians.....	3, 000. 00	20. 75	2, 979. 25	
Expenses council of state.....	100. 00		100. 00	
Relief of Hawaiian seamen.....	2, 000. 00	60. 12	1, 939. 88	
Support of military.....	60, 000. 00	27, 081. 51	32, 968. 49	587. 40
and (unpaid claim 1891-92).....	180. 56	180. 56		
Expenses Hawaiian consulate, San Francisco (unpaid bills, 1899).....	286. 00	286. 00		
Expenses connected with diplomatic and consular service (unpaid bills, 1899).....	27. 35	27. 35		
Relief of Hawaiian seamen (unpaid bills, 1899).....	686. 50	686. 50		
Support of military (unpaid bills, 1899).....	48. 58	48. 50	. 08	
Incidentals, foreign office (unpaid bills, 1899).....	2. 50	2. 50		
Expenses funeral Princess Kalulani.....	2, 864. 06	2, 864. 06		
Expenses Hawaiian exhibit at Paris, 1900.....	12, 000. 00	1, 365. 15	10, 634. 85	
Total.....	312, 595. 55	117, 296. 57	195, 298. 98	598. 90
FINANCE DEPARTMENT, GENERAL.				
Salary minister.....	12, 000. 00	5, 816. 67	6, 183. 33	
Salary auditor-general.....	7, 200. 00	3, 600. 00	3, 600. 00	
Salary deputy auditor-general.....	4, 800. 00	2, 400. 00	2, 400. 00	
Clerical assistance, auditor-general.....	15, 000. 00	6, 998. 60	8, 001. 40	

Expenditures—Continued.

	Appropriation.	Amount drawn.	Balance.	
FINANCE DEPARTMENT, GENERAL—continued.				
Salary registrar of public accounts	\$5,400.00	\$2,700.00	\$2,700.00	
Salary clerk of finance office	3,600.00	1,800.00	1,800.00	
Salary second clerk and messenger	1,200.00	600.00	600.00	
Incidentals finance office	3,500.00	1,657.17	1,842.83	
Incidentals and traveling expenses auditor-general's office	6,000.00	1,088.25	4,961.75	
Printing revenue stamps, etc	500.00	204.64	295.36	
Interest on all loans and advances	630,000.00	257,084.70	372,955.30	
Expenses council of state	700.00	691.50	8.50	
Redemption of outstanding bonds, act of Oct. 24, 1890	43,000.00		43,000.00	
Incidentals finance office (unpaid bill, 1899)	10.50	10.50		
Incidentals finance office (unpaid bill, 1897)	9.00		9.00	
Total	782,919.50	284,552.03	448,367.47	
BUREAU OF TAXES.				
Salary tax assessor:				
Oahu	5,400.00	2,700.00	2,700.00	
Hawaii	5,000.00	2,500.00	2,500.00	
Maui	4,600.00	2,300.00	2,300.00	
Kauai	4,000.00	2,000.00	2,000.00	
Salaries and commissions of deputy tax assessors and collectors	85,000.00	21,278.12	63,721.88	
Tax appeal boards	1,500.00	839.03	660.97	
Dog tags	500.00		500.00	
Incidentals, tax office	8,000.00	2,779.85	5,220.15	
Incidentals, tax office (unpaid bill, 1897)	9.00	9.00		
Salaries and commissions of deputy tax assessors and collectors (Hawaii, 1899)	3,381.82	3,381.32		
Total	117,390.82	37,787.32	79,603.00	
POSTAL BUREAU.				
Salary postmaster-general	6,000.00	1,358.33	4,641.67	
Salary deputy postmaster-general and secretary	4,000.00	905.36	3,094.64	
Salary superintendent postal savings bank	4,000.00	833.00	3,167.00	
Salary superintendent postal money-order department	4,000.00	905.36	3,094.64	
Salary clerks	49,920.00	8,433.66	41,486.34	
Pay of postmasters	55,620.00	10,911.43	44,708.57	
Pay of mail carriers	47,000.00	9,756.26	37,243.74	
Incidentals, postal bureau	28,000.00	10,159.92	12,840.08	
Special mail carriage, foreign	15,000.00	2,006.07	12,993.93	
Extra interisland mail service	2,000.00	525.00	1,475.00	
Incidentals, postal (unpaid bills, 1899)	9,052.30	9,052.30		
Postal money-order capital	3,500.00		3,500.00	
Pay of mail carriers (unpaid pay roll 1899)	40.00	20.00	20.00	
Total	223,182.30	54,866.69	168,265.61	
BUREAU OF CUSTOMS.				
Salary collector-general	6,000.00	1,358.33	4,641.67	
Salary deputy collector, Honolulu	5,400.00	1,222.50	4,177.50	
Salary, 3 entry clerks	7,800.00	1,765.82	6,034.18	
Salary, 3 statistical clerks	8,400.00	1,901.65	6,498.35	
Salary, port surveyor, Honolulu	4,000.00	905.36	3,094.64	
Salary, storekeeper	2,400.00	543.33	1,856.67	
Pay of appraiser	4,200.00	950.83	3,249.17	
Pay of assistant appraiser	3,000.00	679.16	2,320.84	
Salary, customs gauger and tester	3,000.00	679.16	2,320.84	
Salary, 2 examiners	4,800.00	985.04	3,814.96	
Salary, appraiser's storekeeper	2,400.00	543.33	1,856.67	
Pay of Chinese and Japanese invoice inspectors	2,400.00	504.99	1,895.01	
Salary, 3 pilots, Honolulu	14,400.00	7,200.00	7,200.00	
Pay of assistants, customs warehouses	8,160.00	1,685.77	6,474.23	
Pay of customs inspectors, Honolulu	27,968.00	4,856.05	23,111.95	
Pay of customs guards, Honolulu	55,000.00	8,242.82	46,757.18	
Salary, pilots' watchman, Diamond Head	1,800.00	900.00	900.00	
Salary, pilots' watchman, pilots' office	1,440.00	720.00	720.00	
Pay roll, pilot's boats	10,000.00	3,253.00	6,747.00	
Pay of assistant guards, all ports	10,000.00	1,747.09	8,252.91	
Salary, collector, Kahului	3,000.00	679.17	2,320.83	
Salary, port surveyor, Kahului	2,000.00	452.40	1,547.60	
Pay of customs guards and inspectors, Maui	10,820.00	1,008.90	9,811.10	
Salary, collector, Hilo	3,000.00	679.17	2,320.83	

Expenditures—Continued.

	Appropriation.	Amount drawn.	Balance.	Warrants outstanding.
BUREAU OF CUSTOMS—continued.				
ry. port surveyor, Hilo	\$2,000.00	\$452.40	\$1,547.60	.....
of customs guards and inspectors, Hawaii ..	10,320.00	1,652.60	8,667.40	.....
ry. collector, Mahukona and Honoipu.....	1,800.00	407.50	1,392.50	.....
ry. collector, Waimea and Koloa.....	600.00	101.83	498.17	.....
ry. collector, Kailua and Kealahou.....	400.00	90.36	309.64	.....
identals, customs bureau.....	12,000.00	5,314.42	6,685.58	.....
nces of pilot and customs boat	2,500.00	737.35	1,762.65	.....
ial service fund	5,000.00	260.00	4,740.00	.....
im of H. Zerbe	726.26	726.26	.....	.....
identals, customs bureau (unpaid bills, 1899) ..	1,232.82	1,232.82	.....	.....
nage done to ship Santa Clara in docking ..	75.00	75.00	.....	.....
ship to railroad wharf	75.00	75.00	.....	.....
oil pilots' boats (unpaid pay rolls, 1899) ..	2,215.25	2,215.25	.....	.....
of customs guards and inspectors, Hawaii ..	246.25	246.25	.....	.....
unpaid pay rolls, 1899)	246.25	246.25	.....	.....
ry. 1 entry clerk and bookkeeper.....	3,600.00	215.00	3,385.00	.....
ry. 1 statistical clerk.....	2,400.00	143.33	2,256.67	.....
ry of 1 pilot, Honolulu.....	4,800.00	1,600.00	3,200.00	.....
ry. collector:				
Lahaina.....	600.00	98.33	501.67	.....
Hana.....	600.00	73.33	526.67	.....
Molokai.....	600.00	185.83	414.17	.....
of customs guards and inspectors:				
Molokai.....	600.00	6.25	593.75	.....
Kauai.....	2,400.00	166.00	2,234.00	.....
anes for 2 assistant harbor masters, Hono-	6,000.00	1,754.83	4,245.17	.....
ry. inspector Chinese and Japanese immi-	3,000.00	179.16	2,820.84	.....
ration.....	4,080.00	243.66	3,836.34	.....
of Chinese and Japanese interpreters				
Total	268,683.08	61,571.13	207,111.95	.....
ATTORNEY-GENERAL'S DEPARTMENT.				
ary. attorney-general.....	12,000.00	6,000.00	6,000.00	.....
ary. deputy attorney-general	6,000.00	3,000.00	3,000.00	.....
stant to attorney-general	3,600.00	1,295.00	2,305.00	.....
ary. clerk to attorney-general's department.	3,600.00	1,800.00	1,800.00	.....
ary. marshal	6,000.00	3,000.00	3,000.00	.....
ary. clerk to marshal	3,600.00	1,800.00	1,800.00	.....
ary. deputy marshal	4,200.00	2,100.00	2,100.00	.....
ary. jailor Oahu Prison	3,600.00	1,800.00	1,800.00	.....
ary. sheriff:				
Hawaii.....	5,000.00	2,500.00	2,500.00	\$209.00
Maui.....	4,500.00	2,250.00	2,250.00	187.50
Kauai.....	4,000.00	1,834.00	2,166.00	.....
ary clerk to sheriff:				
Hawaii	1,800.00	900.00	900.00	.....
Maui.....	1,800.00	900.00	900.00	.....
Kauai.....	800.00	400.00	400.00	.....
ary deputy sheriff:				
Hawaii	3,600.00	1,800.00	1,800.00	.....
North Kohala.....	2,400.00	1,200.00	1,200.00	100.00
South Kohala.....	1,200.00	600.00	600.00	50.00
Hamakua.....	2,400.00	1,200.00	1,200.00	100.00
North Hilo.....	1,440.00	720.00	720.00	.....
North Kona.....	2,400.00	1,200.00	1,200.00	200.00
South Kona.....	1,800.00	900.00	900.00	75.00
Kau.....	2,040.00	1,020.00	1,020.00	85.00
Puna.....	1,440.00	720.00	720.00	60.00
y of police, Hawaii.....	65,000.00	30,370.61	34,629.39	3,293.00
ary deputy sheriff:				
Maui.....	3,000.00	1,500.00	1,500.00	.....
Makawao	2,400.00	1,200.00	1,200.00	200.00
Lahaina.....	1,920.00	960.00	960.00	.....
Hana.....	1,920.00	960.00	960.00	80.00
Molokai.....	1,600.00	800.00	800.00	.....
y of police, Maui.....	40,000.00	14,609.55	25,390.45	550.50
ary deputy sheriff:				
Kauai.....	3,000.00	1,375.00	1,625.00	.....
Kawaihau.....	1,560.00	780.00	780.00	65.00
Hanalei.....	1,560.00	780.00	780.00	65.00
Koloa.....	1,560.00	650.00	910.00	.....
Waimea.....	2,400.00	1,200.00	1,200.00	.....
y of police, Kauai.....	25,000.00	9,125.50	15,874.50	860.00
ary deputy sheriff:				
Koolaupoko.....	1,200.00	585.00	615.00	50.00
Koolauloa	1,200.00	585.00	615.00	.....
Waialua	1,200.00	600.00	600.00	.....

Expenditures—Continued.

	Appropriation.	Amount drawn.	Balance.	Warrant
ATTORNEY-GENERAL'S DEPARTMENT—continued.				
Salary of deputy sheriff—Continued.				
Waianae	\$1,200.00	\$800.00	\$800.00	
Ewa.....	1,800.00	900.00	900.00	
Pay of police, Oahu.....	160,000.00	70,045.60	89,954.40	
Salary 2 clerks, receiving station	2,880.00	1,440.00	1,440.00	
Salary supreme court officer.....	2,160.00	1,080.00	1,080.00	
Salary hack inspector.....	2,400.00	1,200.00	1,200.00	
Salary physicians, receiving station and prison.....	2,400.00	1,200.00	1,200.00	
Pay of jailers, guards, and lunas of prisons.....	60,000.00	25,911.86	34,088.14	
Salary keeper of kerosene warehouse.....	1,800.00	900.00	900.00	
Salary keeper of powder magazine	1,200.00	600.00	600.00	
Salary stenographer to department.....	3,000.00	1,467.75	1,532.25	
Support and maintenance of prisoners	90,000.00	37,946.79	52,053.21	
Incidentals, civil and criminal expenses	40,000.00	15,699.80	24,300.20	
Coroners' inquests.....	5,000.00	3,049.00	1,951.00	
Expenses of witnesses in criminal cases.....	7,000.00	1,827.60	5,172.40	
Detective service	13,000.00	5,171.50	7,828.50	
Support of citizens' guard	8,000.00	1,678.40	6,321.60	
Support and maintenance of prisoners (unpaid bills 1899)	134.50	99.00	35.50	
Total.....	635,714.50	275,886.96	359,827.54	
DEPARTMENT OF PUBLIC INSTRUCTION.				
Salary inspector-general of schools	6,000.00	3,000.00	3,000.00	
Traveling expenses for inspector-general.....	900.00	184.89	715.61	
Salary deputy inspector and school agent, Honolulu.....	900.00		900.00	
Salary traveling normal instructor	6,000.00	2,850.00	3,150.00	
Traveling expenses normal instructor.....	900.00	33.40	866.60	
Salary secretary	3,600.00	1,800.00	1,800.00	
Salary assistant secretary and school agent, Honolulu	3,000.00	1,500.00	1,500.00	
Salary messenger and book clerk.....	1,800.00	900.00	900.00	
Support of public schools, pay roll.....	600,000.00	256,194.92	343,805.08	12.
Salaries of school agents.....	4,500.00	2,148.00	2,352.00	
Salary superintendent of industrial school	2,400.00	1,200.00	1,200.00	
Salary, matron of industrial school.....	1,800.00		1,800.00	
Pay of guards, industrial school.....	1,800.00	780.00	1,020.00	
Industrial and reform schools.....	10,000.00	2,308.05	7,691.95	
Expenses industrial and manual training	6,000.00	1,514.72	4,485.28	
Expenses of teachers' convention	2,500.00	1,841.38	658.62	
Book fund	16,000.00	5,694.25	10,305.75	
Stationery and incidentals	12,000.00	5,649.36	6,350.64	
Repairing schoolhouses	25,000.00	10,147.46	14,852.54	
Furniture and fixtures	8,000.00	3,728.59	4,271.41	
Support of Lahainaluna school.....	4,000.00	847.14	3,152.86	
Industrial and reform schools (unpaid bills, 1899).....	43.37	43.37		
Expenses industrial and manual training (unpaid bills, 1899).....	.25	.25		
Book fund (unpaid bills, 1899)	140.90	136.90	4.00	
Stationery and incidentals (unpaid bills, 1899).....	971.35	971.35		
Repairing schoolhouses (unpaid bills, 1899).....	34.65	25.35	9.30	
Furniture and fixtures (unpaid bills, 1899).....	47.80	47.80		
New schoolhouses and teachers' cottages:				
Oahu (contract, 1899).....	7,974.00	6,175.00	1,799.00	
Oahu (architect's bill, 1899).....	899.95	629.95	270.00	
Maui (contract, 1899)	2,800.00	1,870.00	930.00	
Hawaii (contract, 1899)	1,500.00	1,500.00		
Hawaii (sundry bills, 1899).....	136.14	136.14		
Kauai (contract, 1899).....	660.00	660.00		
New schoolhouses:				
Lanai.....	750.00		750.00	
Kalaea, North Kona, Hawaii.....	1,500.00	19.00	1,481.00	
Outhouses and grounds for Beretania street school	3,500.00	3,358.23	141.77	
Total	738,058.41	317,895.00	420,163.41	12.
INTERIOR DEPARTMENT, GENERAL.				
Salary minister	12,000.00	6,000.00	6,000.00	
Salary chief clerk.....	5,400.00	2,700.00	2,700.00	
Salary first assistant clerk	4,800.00	2,186.65	2,613.35	
Salary second assistant clerk	3,600.00	1,800.00	1,800.00	
Salary third assistant clerk.....	3,000.00	1,500.00	1,500.00	
Salary fourth assistant clerk.....	2,400.00	1,200.00	1,200.00	
Salary two messengers.....	2,400.00	1,200.00	1,200.00	

Expenditures—Continued.

	Appropriation.	Amount drawn.	Balance.	Warrants outstanding.
RIOR DEPARTMENT, GENERAL—continued.				
of clerk of land records and copying nts.....	\$1,800.00	\$900.00	\$900.00	.....
electoral registrar.....	1,200.00	800.00	900.00	.....
veterinary surgeon.....	1,200.00	600.00	600.00	\$50.00
ng and advertising.....	8,500.00	4,899.38	3,600.64	14.00
ses of election.....	15,000.00	8,108.56	6,891.44	507.80
ses filing certificates of boundaries.....	100.00	.....	100.00	.....
ntine of diseased animals.....	1,625.00	435.11	1,189.89	.....
nment pounds.....	500.00	182.55	367.45	.....
ustom-house lot at Kahului.....	600.00	300.00	300.00	.....
imental incidentals.....	3,000.00	2,254.02	745.98	.....
rnation of buildings, etc., for shelter of ons released from quarantine.....	15,000.00	15,000.00	.....	.....
orary maintenance of persons released n quarantine.....	7,500.00	6,579.49	920.51	1.90
ction of detention camp No. 2, Vineyard et, including laying of special sewer to river.....	10,000.00	9,422.39	577.61	.....
ing and advertising (unpaid bills, 1899).....	12.00	12.00	.....	.....
rtmental incidentals (unpaid bills, 1899) ..	268.65	258.65	10.00	.....
ase of lot adjoining Oahu prison.....	4,557.00	4,557.00	.....	.....
y stenographer, typewriter, and record- clerk.....	3,000.00	600.00	2,400.00	.....
of poundmaster, Honolulu.....	840.00	420.00	420.00	.....
aintenance and support of hospital for incu- bles.....	5,000.00	1,800.00	3,200.00	.....
Total.....	118,802.65	78,165.78	40,136.87	573.70
COMMISSION OF PUBLIC LANDS.				
y land agent.....	6,000.00	3,000.00	3,000.00	.....
y secretary and subagent, fifth land dis- t.....	4,200.00	2,100.00	2,100.00	.....
y clerk.....	2,400.00	1,200.00	1,200.00	.....
y assistant clerk, copyist, and typewriter.....	1,200.00	130.00	1,070.00	.....
ubagent first district.....	3,000.00	1,500.00	1,500.00	.....
clerk first district.....	1,200.00	600.00	600.00	.....
ubagent:				
second district.....	1,200.00	578.33	621.67	.....
third district.....	960.00	480.00	480.00	40.00
fourth district.....	1,200.00	600.00	600.00	.....
ixth district.....	720.00	.....	720.00	.....
of ranger:				
first land district.....	1,200.00	600.00	600.00	.....
second land district.....	720.00	360.00	360.00	.....
third land district.....	720.00	360.00	360.00	80.00
fourth land district.....	720.00	360.00	360.00	.....
fifth land district.....	720.00	60.00	660.00	.....
ixth land district.....	720.00	.....	720.00	.....
mentals.....	5,000.00	1,859.72	3,140.28	.....
minary roads and trails.....	7,000.00	620.80	6,379.20	.....
Total.....	88,880.00	14,408.85	24,471.15	70.00
BUREAU OF SURVEY.				
y surveyor-general.....	6,000.00	3,000.00	3,000.00	.....
y chief assistant in charge of office.....	5,400.00	2,700.00	2,700.00	.....
y first assistant.....	4,800.00	2,400.00	2,400.00	.....
y second assistant.....	4,200.00	2,006.67	2,193.33	.....
y third assistant.....	2,700.00	1,350.00	1,350.00	.....
y draftsman.....	2,400.00	410.89	1,989.11	.....
y aid.....	1,200.00	450.00	750.00	.....
y messenger.....	960.00	480.00	480.00	.....
ences of survey and field work.....	45,000.00	10,679.51	34,320.49	.....
e expenses, instruments, publishing maps,	2,500.00	624.76	1,875.24	.....
onology and tide gauge.....	1,350.00	270.50	1,079.50	.....
ences of survey and field work (unpaid bills 1899).....	344.00	344.00	.....	.....
y meteorologist.....	2,400.00	800.00	1,600.00	.....
Total.....	79,254.00	25,516.83	53,737.67	.....
BUREAU OF CONVEYANCES.				
y registrar.....	5,400.00	2,700.00	2,700.00	.....
y deputy registrar and copyist.....	3,000.00	1,500.00	1,500.00	.....
y five copyists.....	6,720.00	3,215.00	3,505.00	.....

Expenditures—Continued.

	Appropriation.	Amount drawn.	Balance.	Warrants outstanding.
BUREAU OF CONVEYANCES—continued.				
Incidentals	\$550.00	\$422.90	\$127.10	
Incidentals, books, and stationery	250.00		250.00	
Salaries for additional clerical work	4,730.00	366.93	4,363.07	
Total	20,650.00	8,204.83	12,445.17	
BUREAU OF IMMIGRATION.				
Salary inspector	4,800.00	1,086.65	3,713.35	
Salary secretary	3,000.00	679.15	2,320.85	
Incidentals and traveling expenses	2,500.00	405.85	2,094.15	
Total	10,300.00	2,171.65	8,128.35	
BUREAU OF WATERWORKS.				
Salary superintendent Honolulu waterworks and clerk of market	5,400.00	2,700.00	2,700.00	
Salary clerk	3,600.00	1,800.00	1,800.00	
Salary assistant clerk	1,200.00	550.00	650.00	
Pay of reservoir keepers	2,640.00	1,020.00	1,620.00	
Pay of plumber and assistant	2,640.00	1,320.00	1,320.00	
Pay of tap inspector	2,184.00	1,092.00	1,092.00	
Pay of shipping tenders	1,200.00	600.00	600.00	
Pay of market keeper	720.00	300.00	420.00	
Pay of assistant market keeper	600.00	300.00	300.00	
Salary superintendent Wailuku waterworks ..	630.00	169.35	460.65	
Salary superintendent Hilo waterworks	1,800.00	900.00	900.00	
Salary superintendent Laupahoehoe waterworks	40.00	20.00	20.00	
Salary superintendent Koloa waterworks	50.00	25.00	25.00	
Salary two engineers	6,000.00	3,000.00	3,000.00	
Running expenses	8,000.00	4,077.23	3,922.77	
Repairs to reservoirs	8,000.00	5,938.55	2,061.45	
General repairs	12,000.00	8,629.47	3,370.53	
Running expenses:				
Pumping plants	35,000.00	17,034.11	17,965.89	
Market	1,000.00	457.65	542.35	
Hilo waterworks	700.00	298.60	401.40	
Laupahoehoe waterworks	300.00		300.00	
Koloa waterworks	200.00	25.00	175.00	
Running expenses (unpaid bills 1899)	124.47	124.47		
Koloa waterworks (unpaid bills 1899)	90.55	69.40	21.15	
Enlarging and repairing No 2 and No. 3 reservoirs, Nuuanu Valley	10,000.00		10,000.00	
Running expenses, high-lift pump, Beretania street	8,100.00		8,100.00	
Pay roll, high lift-pump, Beretania street	1,900.00		1,900.00	
Salary first assistant clerk	2,400.00	800.00	1,600.00	
Total	116,519.02	51,305.83	65,213.19	
BUREAU OF PUBLIC WORKS.				
Salary, superintendent	6,000.00	3,000.00	3,000.00	
Salary, road engineer	4,800.00	2,400.00	2,400.00	
Salary, bookkeeper	3,600.00	1,800.00	1,800.00	
Salary, draftsman and assistant superintendent ..	6,600.00	1,700.00	4,900.00	
Salary, clerk	1,800.00	900.00	900.00	
Salary, harbor master	6,000.00	3,000.00	3,000.00	
Salary, road supervisor, Honolulu	4,800.00	2,400.00	2,400.00	
Roads and bridges, Honolulu pay roll	26,664.00	13,220.79	13,443.21	
Steam tug, pay roll	13,200.00	6,600.00	6,600.00	
Electric light, regular pay roll	12,600.00	6,300.00	6,300.00	
Pay of light-house keepers	9,459.00	4,722.00	4,737.00	
Pay of keeper of wharf and buoys, Lahaina	240.00	120.00	120.00	
Pay of gunpowder keeper, Hilo	50.00	25.00	25.00	
Incidentals and traveling expenses	2,800.00	1,582.99	1,217.01	
Traveling expenses, road engineer	1,200.00	367.80	832.20	
Repairs, furniture and additions to government buildings	45,000.00	25,071.04	19,928.96	
Landings and buoys:				
Hawaii	6,000.00	3,102.62	2,897.38	
Molokoi	3,000.00		3,000.00	
Maul	3,000.00	298.24	2,701.76	
Honolulu	36,000.00	29,906.24	6,093.76	
Outer districts, Oahu	1,000.00		1,000.00	
Kauai	2,000.00	189.64	1,810.36	
General	5,000.00	342.50	4,657.50	

Expenditures—Continued.

	Appropriation.	Amount drawn.	Balance.	Warrants outstanding.
BUREAU OF PUBLIC WORKS—continued.				
Post-house supplies.....	\$3,000.00	\$1,183.98	\$1,816.07	\$29.00
Steam tug.....	15,000.00	11,127.07	3,872.93	
Dredging Honolulu Harbor.....	20,000.00	19,967.48	32.52	
Grading and paving government sidewalks, Honolulu.....	3,600.00	111.55	3,488.45	
Roads and bridges:				
North Hilo.....	2,500.00	2,482.46	17.54	
Hilo.....	15,000.00	5,676.33	9,323.67	2,177.45
Puna.....	10,000.00	4,877.91	5,122.19	
Kau.....	4,000.00	2,758.25	1,241.75	
South Kona.....	3,000.00	880.15	2,169.85	
North Kona.....	3,000.00	1,696.70	1,303.30	
South Kohala.....	2,000.00	1,830.00	170.00	
North Kohala.....	1,500.00		1,500.00	
Hamakua.....	2,500.00	2,456.04	43.96	
Lahaina.....	1,000.00	691.20	308.80	
Wailuku.....	2,000.00	274.00	1,726.00	
Makawao.....	2,000.00	696.16	1,303.84	
Roads, Hana district.....	2,500.00	2,498.01	1.99	
Roads and bridges:				
Molokai.....	2,500.00	320.46	2,179.54	
Honolulu.....	627,623.75	184,422.76	493,200.99	
Ewa and Waiānae.....	1,000.00		1,000.00	
Waialua.....	3,500.00	3,362.68	137.32	
Koolauloa.....	2,000.00		2,000.00	
Koolāupoko.....	8,000.00	908.67	7,091.33	
Waimea.....	2,000.00	755.49	1,244.51	
Hanalei.....	13,000.00	4,084.78	8,915.22	
General.....	6,000.00	825.10	5,174.90	
Reimbursement of damages, all islands.....	275,000.00	30,781.61	244,218.39	3.00
Electric light, Honolulu.....	24,000.00	5,678.22	18,321.78	
Electric lighting, Hilo streets.....	4,000.00	1,922.84	2,077.16	192.10
Lighting streets other than Honolulu and Hilo.....	1,500.00	126.05	1,373.95	
Operating expenses, laundries.....	11,000.00	4,928.31	6,071.69	
Grading and paving government sidewalks.....	5,000.00	3,389.53	1,610.47	
Grading and grading government lots.....	2,000.00	612.45	1,387.55	
Repairs, furniture and additions to government buildings (unpaid bills 1899).....	2,801.21	2,683.39	117.82	
Accidentals and traveling expenses (unpaid bills 1899).....	34.50	34.50		
Boats and buoys:				
Honolulu (unpaid bills 1899).....	100.77	100.77		
Hawaii (unpaid bills 1899).....	22.25	22.25		
Maui (unpaid bills 1899).....	6.00	6.00		
Steam tug (unpaid bills 1899).....	4,808.52	4,762.57	45.95	
Repairs, furniture and additions judiciary building.....	7,000.00	6,073.72	926.28	
Repairs, Hilo Harbor.....	4,200.00		4,200.00	
Operating expenses new steam tug.....	15,000.00		15,000.00	
ROADS AND BRIDGES, HAWAII.				
Roads and bridges, South Kona (unpaid bills 1899).....	450.71	391.31	59.40	
Each road, Kailua to Keauhou (unpaid bills 1899).....	229.00	229.00		
Roads and bridges, North Hilo (unpaid bills 1899).....	3,081.06	1,821.81	1,209.25	
Keauhou homestead roads, Hamakua (unpaid bills 1899).....	3.00	3.00		
Grading main road and roads to landings, Hamakua (unpaid bills 1899).....	298.91	217.21	81.70	
Roads and bridges:				
Puna (unpaid bills 1899).....	528.50	514.50	14.00	263.00
North Kohala (unpaid bills 1899).....	82.25		82.25	
Hamakua:				
Keauhou homestead roads, Hamakua, to complete contract.....	1,500.00	1,317.60	182.40	
Regrading main road and roads to landings, Hamakua, to complete contract.....	9,000.00	8,660.00	340.00	
To complete regrading main road and roads to landings, Hamakua.....	3,000.00	2,843.51	156.49	125.00
To complete Ahualoa homestead road, Hamakua.....	2,000.00		2,000.00	
To complete Kalopa homestead road, Hamakua.....	2,000.00		2,000.00	
To complete Paauilo homestead road, Hamakua.....	3,000.00		3,000.00	
To complete Kaala homestead road, Hamakua.....	2,000.00		2,000.00	
North Hilo, main road, Honohina section.....	3,000.00	2,598.65	401.35	

Expenditures—Continued.

	Appropriation.	Amount drawn.	Balance.	Warrant outstanding.
ROADS AND BRIDGES, HAWAII—continued.				
Hilo:				
Kapakuea road, Hilo, to complete contract.	\$2,000.00	\$1,949.00	\$51.00	
Piilhonua road, Hilo, to complete contract..	1,400.00	1,375.50	24.50	
Puna, one steam road roller, Puna	4,000.00		4,000.00	
Kau, road to Ninole homesteads, Kau, to complete contract.....	1,700.00		1,700.00	
South Kona:				
Widening and repairing road between Kahoe and Alika, to complete contract...	1,200.00		1,200.00	
To complete widening and repairing road between Kahoe and Alika.....	2,000.00		2,000.00	
Purchase of steam road roller, North and South Kona.....	4,000.00		4,000.00	
North Kona, to complete main road, North Kona	4,000.00		4,000.00	
North Kohala, to complete road from Honokaneiki to homesteads at Awini.....	1,500.00	737.65	762.35	
ROADS AND BRIDGES, MAUI.				
Makawao, Makena road, Makawao.....	2,000.00	1,575.23	424.77	
Hana, to continue surveys and road work, all roads not in loan schedule of appropriations, Hana.....	3,000.00	2,217.37	782.63	
Lahaina, to complete road from Honolulu to Kahakuloa.....	3,000.00		3,000.00	
Wailuku, purchase of steam road roller	4,000.00		4,000.00	
ROADS AND BRIDGES, MOLOKAI.				
Road from Puuko to Halawa, Molokai (unpaid bills 1899)	437.68	437.68		
Road to Halawa	1,000.00		1,000.00	
ROADS AND BRIDGES, OAHU.				
Nuuanu road to Pali (unpaid bills 1899)	6,565.18	6,565.18		
To complete Nuuanu road to Pali	17,000.00	16,822.65	177.35	
Waiālae and Koko Head	2,500.00		2,500.00	
Ewa and Waiānae—Kipapa Bridge and approaches.....	1,000.00		1,000.00	
Waiālua—Homestead road and bridge, Waiālua. Koolauloa:	2,000.00	17.03	1,982.97	
To pay claim of J. K. Pendergast, chairman of Koolauloa road board.....	295.75	295.75		
One cantonier to take care of road over Nuuanu Pali.....	720.00		720.00	
Two cantoniers to take care of road from Schaefer's to the Pali.....	1,440.00	263.20	1,176.80	
Road damages—road damages, all islands (unpaid bills 1899).....	773.50	773.50		
GENERAL.				
Electric light, Honolulu (unpaid bills 1899)	2,762.43	2,606.94	155.49	
Lighting streets other than Honolulu and Hilo (unpaid bills 1898)	11.25	11.25		
Gasoline plant (200 horsepower) for electric station, Nuuanu	12,000.00		12,000.00	
Iwilei ditch.....	1,200.00		1,200.00	
Addition post-office, Honolulu.....	13,000.00	12,899.88	100.12	
New government dispensary and emergency hospital.....	25,000.00		25,000.00	
New building, insane asylum	30,000.00		30,000.00	
New court-house and jail, Hookena, South Kona	1,500.00		1,500.00	
Telephone from North Kona to South Kohala..	2,500.00	2,500.00		
Telephone communication between Pohoiki court-house, Puna, and Hilo.....	1,200.00		1,200.00	
M. T. Bluxome, return shipping master's license fee.....	300.00	300.00		
Extension of wharf and shed, Hookena, South Kona	1,500.00		1,500.00	
Court-house and jail, Lahai.....	1,000.00		1,000.00	
Salary, superintendent Lanaina waterworks...	420.00		420.00	
Total.....	1,505,559.22	441,942.65	1,063,616.67	\$2,942.88

Expenditures—Continued.

	Appropriation.	Amount drawn.	Balance.	Warrants outstanding.
BOARD OF HEALTH.				
Secretary.....	\$4,000.00	\$2,000.00	\$2,000.00	.....
Government physicians.....	36,000.00	17,842.00	18,158.00	\$1,020.00
Salaries pay roll.....	31,920.00	14,609.60	17,310.40	435.00
Nonleprous children pay roll.....	2,400.00	720.00	1,680.00	60.00
Living garbage pay roll.....	10,800.00	5,362.00	5,438.00	.....
Quarantine station keeper.....	1,200.00	271.67	928.33	.....
Maintenance of hospitals pay roll.....	13,000.00	6,304.00	6,696.00	275.00
To mitigate pay roll.....	3,150.00	1,272.50	1,877.50	.....
Pay roll of lepers.....	38,400.00	17,837.90	20,562.10	140.00
Superintendent of insane asylum.....	3,600.00	1,800.00	1,800.00	.....
Assistants, insane asylum.....	23,664.00	11,741.00	11,923.00	.....
Food commissioner.....	4,200.00	2,100.00	2,100.00	.....
Salaries.....	10,000.00	8,643.32	1,356.68	.....
Plumbing.....	9,000.00	4,576.61	4,423.39	.....
Transport and maintenance of hospitals.....	16,000.00	5,729.37	10,270.63	80.49
Living garbage.....	10,000.00	7,285.77	2,714.23	.....
Transport of nonleprous children of lepers.....	12,000.00	3,449.89	8,550.11	.....
Salaries under act to mitigate.....	1,000.00	373.24	626.76	.....
Quarantine expenses.....	10,000.00	4,022.02	5,977.98	.....
Transportation, support and treatment of lepers.....	192,000.00	81,359.73	110,640.27	406.24
Kalaupapa store.....	45,000.00	17,585.02	27,414.98	.....
Salaries under opium act.....	5,000.00	.....	5,000.00	.....
Insane asylum.....	33,600.00	18,688.38	14,911.62	.....
At Kapiolani maternity home.....	4,800.00	1,800.00	3,000.00	.....
Salaries bubonic plague.....	611,476.81	611,476.81	.....	185.02
Large crematory.....	20,000.00	16,844.59	3,155.41	.....
Salaries (unpaid bills, 1899).....	3,168.15	3,024.44	143.71	.....
Plumbing (unpaid bills, 1899).....	726.44	726.44	.....	.....
Transport and maintenance of hospitals (unpaid bills, 1899).....	20.25	20.25	.....	.....
Transport of nonleprous children of lepers (unpaid bills, 1899).....	171.63	171.63	.....	.....
Salaries under act to mitigate (unpaid bills, 1899).....	9.00	9.00	.....	.....
Quarantine expenses (unpaid bills, 1899).....	281.80	281.80	.....	.....
Salaries under opium act (unpaid bills, 1899).....	40.75	40.75	.....	.....
Insane asylum (unpaid bills, 1899).....	27.75	17.00	10.75	.....
Kalaupapa store (unpaid bills, 1899).....	75.55	75.55	.....	.....
Transport for Kuleana claim, Kalaupapa.....	351.33	286.33	65.00	.....
Living garbage (unpaid bills, 1899).....	20.00	20.00	.....	.....
Lease of 12 new odorless excavators and appliances.....	12,000.00	9,541.67	2,458.33	.....
Lease of 2 new sewage scows.....	5,000.00	.....	5,000.00	.....
Lease of 3 new garbage carts.....	450.00	300.00	150.00	.....
Lease of 4 carts for dry-earth closet system.....	600.00	275.00	325.00	.....
Lease of live stock.....	6,500.00	3,815.00	2,685.00	.....
Lease of hay and grain.....	18,000.00	2,505.09	15,494.91	.....
Stables.....	4,000.00	1,489.17	2,510.83	.....
Steam vessel for use of board of health.....	20,000.00	.....	20,000.00	.....
Living expenses:				
Steam vessel.....	8,000.00	.....	8,000.00	.....
Garbage crematory.....	3,800.00	.....	3,800.00	.....
Of general detention campgrounds, Kalihi.....	1,350.00	450.00	900.00	.....
Of detention camp for whites, Kalihi.....	90.00	.....	90.00	.....
Of relief camp No. 2.....	750.00	.....	750.00	.....
Of detention camps, Kalihi.....	900.00	820.15	79.85	.....
Living expenses of sewerage plant.....	9,666.00	242.25	9,423.75	.....
Transportation, support, and treatment of lepers (unpaid bills, 1899).....	346.91	278.33	68.58	.....
City sanitary officer.....	4,200.00	1,400.00	2,800.00	.....
City bacteriologist.....	4,800.00	1,600.00	3,200.00	.....
City executive officer.....	5,400.00	1,800.00	3,600.00	.....
Living garbage and operating excavators, pay roll.....	59,040.00	16,820.34	42,219.66	.....
Pay roll of inspectors of plumbing.....	6,000.00	1,194.35	4,805.65	.....
Operating garbage crematory, pay roll.....	4,200.00	.....	4,200.00	.....
Steam vessel, pay roll.....	10,800.00	.....	10,800.00	.....
Total.....	1,342,996.37	910,830.16	432,166.21	2,601.75
FORESTS AND NURSERIES.				
Commissioner.....	4,200.00	1,950.00	2,250.00	.....
Entomologist.....	4,000.00	2,000.00	2,000.00	.....
Gardener, nursery.....	2,040.00	28.50	2,011.50	28.50
Forester.....	2,040.00	900.00	1,140.00	.....
Laborers, Makiki and Nuuanu.....	7,008.00	1,235.54	5,772.46	.....
Laborers, nurseries.....	1,344.00	750.00	4,050.00	.....
Chief forester.....	4,800.00	892.00	3,908.00	.....

Expenditures—Continued.

	Appropriation.	Amount drawn.	Balance.	Warrant number.
FORESTS AND NURSERIES—continued.				
Pay of expert forester.....	\$1,500.00	.....	\$1,500.00	.....
Forests and nurseries, general.....	12,000.00	\$3,088.02	8,961.98	.....
Forests and nurseries, general (unpaid bills, 1899).....	85.88	85.88	.....	.....
Total.....	39,017.88	10,379.94	28,637.94	.....
PUBLIC GROUNDS.				
Pay roll, government buildings.....	4,944.00	2,467.81	2,467.19	.....
Pay roll, Makiki and River parks.....	2,040.00	.....	2,040.00	.....
Pay roll, Thomas and Emma squares.....	2,040.00	1,020.00	1,020.00	.....
Salary keeper mausoleum and grounds.....	780.00	390.00	390.00	.....
Salary janitor and keeper executive and judiciary grounds and buildings.....	2,400.00	1,200.00	1,200.00	.....
Public grounds, general.....	4,000.00	2,557.82	1,442.18	.....
Honolulu park commission.....	7,500.00	3,437.50	4,062.50	.....
Incidentals and traveling expenses, entomologist.....	1,000.00	268.40	731.60	.....
Public grounds, general (unpaid bills, 1899).....	4.75	4.75	.....	.....
Total.....	24,708.75	11,346.28	13,362.47	.....
FIRE DEPARTMENT.				
Honolulu fire department, regular pay roll.....	82,290.00	28,705.80	53,584.20	.....
Pay of steward, watchman, and engineer, Hilo fire department.....	1,080.00	540.00	540.00	.....
Honolulu fire department.....	84,714.00	17,686.62	67,027.38	.....
Hilo fire department.....	2,400.00	88.84	2,361.16	.....
Additional month's pay, sanitary fires.....	2,425.00	2,425.00	.....	.....
Total.....	172,909.00	49,396.26	123,512.74	.....
SUBSIDIES.				
Subsidy to Queen's Hospital.....	20,000.00	9,166.00	10,834.00	.....
Subsidy to Paradise of the Pacific.....	2,400.00	900.00	1,500.00	.....
Subsidy to steamer between Honolulu, Maui, Molokai, and Lanai.....	5,200.00	2,400.00	2,800.00	.....
Subsidy to steamer between Hilo, Pohoiki, and Kahena.....	1,200.00	550.00	650.00	.....
Total.....	28,800.00	13,016.00	15,784.00	.....
LOAN FUND.				
Completion and extension of sewerage system, Honolulu.....	345,253.24	242,344.27	102,908.97	.....
New wharf at Papiha, Nahiku, and approaches (unpaid bills, 1899).....	491.20	491.20	.....	.....
Harbor improvement, Honolulu.....	300,000.00	16,491.12	283,508.88	.....
Harbor improvements, Hilo.....	40,000.00	292.50	39,707.50	.....
Survey and soundings for harbor in Wailoa River, Hilo.....	2,000.00	60.00	1,940.00	.....
Sewerage for Hilo.....	50,000.00	2,487.00	47,513.00	.....
Hilo custom-house and post-office.....	22,000.00	.....	22,000.00	.....
Hilo custom bonded warehouse.....	8,000.00	.....	8,000.00	.....
ROADS, HAWAII.				
Widening and extending Hilo streets.....	25,000.00	.....	25,000.00	.....
Homestead road, Hilo.....	20,000.00	.....	20,000.00	.....
Road Kaumana to Olaa.....	25,000.00	.....	25,000.00	.....
Roads Puna, to complete contracts.....	7,000.00	5,506.00	1,494.00	.....
Roads:				
Kan.....	32,000.00	6,750.00	25,250.00	.....
South Kona.....	19,500.00	895.00	18,605.00	.....
North Kona.....	36,000.00	3,183.00	32,867.00	.....
South Kohala.....	18,000.00	4,523.52	13,476.48	.....
North Kohala.....	3,500.00	996.25	2,503.75	.....
Hamakua.....	37,000.00	.....	37,000.00	.....
North Hilo.....	46,000.00	4,289.70	41,710.30	.....
New bridge, Wailuku River.....	10,000.00	.....	10,000.00	.....
ROADS, MAUI.				
Hana.....	46,000.00	4,196.60	41,803.40	.....
Makawao.....	15,000.00	4,729.54	10,270.46	.....
ROADS, KAUAI.				
Hanalei.....	5,000.00	.....	5,000.00	.....
Kawaihau.....	4,000.00	98.50	3,901.50	.....

Expenditures—Continued.

	Appropriation.	Amount drawn.	Balance.	Warrants outstanding.
ROADS, KAUAI—continued.				
le.....	\$3,000.00	.....	\$3,000.00	.....
.....	5,000.00	.....	5,000.00	.....
.....	3,000.00	.....	3,000.00	.....
itions to waterworks, Honolulu, Kalihi, or				
ma pumping plant.....	85,000.00	\$44,929.44	40,070.56	.....
ond head reservoir and water pipe.....	16,000.00	15,651.65	348.35	\$5.00
reservoir and pipe, Nuuanu Valley.....	150,000.00	.....	150,000.00	.....
ation system, Nuuanu.....	60,000.00	.....	60,000.00	.....
pumping plant and pipe, Beretania street.	40,000.00	121.56	39,878.44	.....
ition to waterpipe system, Honolulu.....	120,000.00	.....	120,000.00	.....
re hydrants, Honolulu.....	6,000.00	.....	6,000.00	.....
waterworks.....	20,000.00	2,443.91	17,556.09	.....
hinu waterworks.....	1,000.00	.....	1,000.00	.....
aku and Kahului waterworks.....	20,000.00	16,715.36	3,284.64	78.50
aina waterworks.....	26,500.00	647.00	25,853.00	.....
rt-house and jail, Nawiliwili, Kauai, water				
ply.....	800.00	.....	800.00	.....
proof vaults.....	12,000.00	2,329.60	9,670.40	.....
ddy Oahu Railroad.....	63,000.00	9,800.00	53,200.00	.....
ddy for hospital for incurables.....	25,000.00	.....	25,000.00	.....
steam tug for harbor with complete fire				
paratus.....	65,000.00	.....	65,000.00	.....
gue building and equipment.....	10,000.00	.....	10,000.00	.....
school building at Royal School.....	75,000.00	.....	75,000.00	.....
Total.....	1,923,044.44	389,917.72	1,533,126.72	164.00

Statement of expenditures of loan-fund balances, January 1, 1900, to March 31, 1900.

	Balance Jan. 1, 1900.	Drawn.	Balance Mar. 31, 1900.
bor improvement, Honolulu.....	\$94,295.48	\$85,188.16	\$9,107.32
akwater and wharf, Hilo Bay.....	32,446.88	5,281.12	27,165.26
r wharf, Papiha, Nahiku, and approaches.....	8.00	.....	8.00
verage for Hilo streets.....	3,620.25	886.88	2,733.87
NEW ROADS, HAWAII.			
akua:			
Waipio grade.....	5,933.35	4,961.00	972.35
Upper road to Waimea.....	10,730.89	7,694.95	3,035.94
th Hilo:			
Waipunalei, Kuiaia, and Paana.....	2,760.40	2,737.50	22.90
Waikamalu and Maulua homesteads.....	3,628.38	3,586.86	41.52
Custom-house and post-office, Hilo.....	11,900.00	461.75	11,438.25
Widening and extending Hilo streets.....	1,429.14	1,347.04	82.10
Homestead road, Kalwiki, Kaumana, and Ponoehawai....	3,861.50	3,861.50	.....
New bridge, Waialuku River, Hilo.....	2,225.66	2,225.66	.....
New bridge, Waiakea River, Hilo.....	904.36	903.66	.70
Extension of upper Puna road; Kekee to Kalapana.....	2,565.08	2,552.64	12.44
Cross road at or near 14½ miles on Volcano road.....	2,440.00	.....	2,440.00
2½ miles cross road and 12½ miles parallel, Volcano road..	16,219.71	16,163.06	56.65
Pack trails in Oloa cross roads, 10 miles.....	9,367.60	3,285.80	6,081.80
Waiohinu to South Kona.....	3,170.08	2,000.00	1,170.08
Punaluu to Hilea road.....	1,987.46	1,400.00	587.46
Volcano road to Pahala.....	14,110.72	697.25	13,413.47
th Kona:			
Extension to Kau.....	2,605.77	.....	2,605.77
Grading and building road from Hoopulou Landing to			
upper government road.....	1,652.50	200.00	1,452.50
Hoonauunau, upper road to road to Napoopoo Landing at			
Keel.....	855.10	842.20	12.90
th Kona:			
Huehue to South Kohala.....	3,103.92	1,134.20	1,969.72
Road from Keauhou to the upper road.....	8,327.40	2,877.95	5,449.45
th Kohala:			
Waimea to North Kona.....	4,152.54	2,362.36	1,790.18
Waimea to Kawaihae.....	6,243.27	2,519.07	3,724.20
th Kohala:			
Road from Puakea to Mahukona.....	2,698.37	2,686.73	11.64
Purchase of rock crusher for Kohala.....	162.80	.....	162.80
Hana to Hanawai Gulch, through Nahiku homesteads			
and branches.....	9,110.19	9,106.85	3.34
Mokolau to Kipahulu.....	3,056.72	2,831.10	225.62

Statement of expenditures of loan-fund balances—Continued.

	Balance Jan. 1, 1900.	Drawn.	Balance March 31, 1900.
NEW ROADS, HAWAII—continued.			
Hana—Continued.			
Kailua to Hanawai, Nahiku	\$24,395.59	\$24,386.62	\$8.97
Waterworks, Wailuku to Kahului	27,924.00	18,979.62	8,944.38
Makawao:			
Kula homesteads to Makawao	1,869.22	1,869.22	—
Keokea-Kiheh road and branches	9,417.89	2,524.82	6,893.07
Malooa grade and bridge	727.91	671.50	56.41
New bridge, Kipapa Gulch, Ewa	90.40	—	90.40
Bridge at Lauhulu, Waialua	2,697.79	—	2,697.79
New streets from Leleo Soap Works, King street, to connect with Vineyard street	5,000.00	—	5,000.00
Stonewall banking of Pauoa stream	1,041.80	—	1,041.80
Completion of Diamond Head light-house	430.39	—	430.39
Light-house, Makapuu	10,000.00	—	10,000.00
Light-house at Kailua, North Kona	500.00	—	500.00
Court-house at Kailua, North Kona	500.00	—	500.00
Sewerage of Honolulu	101,523.76	42,460.13	59,063.63
Kalihi pumping plant	54,921.77	49,163.37	5,758.40
Improvements Nuuanu stream, including land damages	4,643.83	3,536.07	1,107.76
Addition to pipe system, Honolulu	2,806.06	2,806.06	—
Reservoir, Diamond Head	19,819.75	6,248.95	13,570.80
Addition to pipe system, Hilo	9,450.77	9,450.77	—
Fireproof vault, supreme court	2,977.00	—	2,977.00
Fireproof room:			
Survey office	3,442.50	—	3,442.50
Land office	1,982.75	—	1,982.75
Hilo court records	1,500.00	—	1,500.00
Wailuku court records	1,500.00	—	1,500.00
Lihue court records	1,500.00	—	1,500.00
Immigration other than Asiatics	36,440.00	15.55	36,424.45
Subsidy Oahu Railroad	700.00	700.00	—
Total	593,410.70	332,587.47	260,823.23

Recapitulation.

	Appropriation.	Amount drawn.	Balance.	Warrants outstanding.
Salary of president and permanent settlements	\$36,840.00	\$6,493.33	\$30,346.67	\$25.00
Judiciary department	216,940.00	81,686.36	135,253.64	2,050.00
Department of foreign affairs	312,595.55	117,296.57	195,298.98	50.00
Finance department, general	732,919.50	284,552.03	448,367.47	4.00
Bureau of taxes	117,390.32	37,787.32	79,603.00	50.00
Postal bureau	223,132.30	54,866.69	168,265.61	—
Bureau of customs	268,683.08	61,571.13	207,111.95	—
Attorney-general's department	635,714.50	275,836.96	359,877.54	—
Department of public instruction	738,058.41	317,895.00	420,163.41	11,500.00
Interior department, general	113,302.65	73,165.78	40,136.87	50.00
Commission of public lands	38,880.00	14,408.85	24,471.15	—
Bureau of survey	79,254.00	25,516.33	53,737.67	—
Bureau of conveyances	20,650.00	8,204.83	12,445.17	—
Bureau of immigration	10,300.00	2,171.65	8,128.35	—
Bureau of waterworks	116,519.02	51,305.83	65,213.19	—
Bureau of public works	1,505,559.22	441,942.55	1,063,616.67	2,500.00
Board of health	1,842,996.37	910,830.16	932,166.21	1,200.00
Forests and nurseries	39,017.84	10,379.94	28,637.90	—
Fire department	172,909.00	49,396.26	123,512.74	—
Subsidies	28,800.00	13,016.00	15,784.00	—
Public grounds	24,708.75	11,346.28	13,362.47	31.00
Total current account	6,775,170.55	2,849,669.85	3,925,500.70	30,250.00
Loan fund, unexpended balances of 1899 available to March 31, 1900	593,410.70	332,587.47	260,823.23	—
Loan fund appropriations by council of state	1,923,044.44	389,917.72	1,533,126.72	164.00
Grand total	9,291,625.69	3,572,175.04	5,719,450.65	30,414.00

Respectfully submitted.

H. C. AUSTIN, Auditor.

To the GOVERNOR AND LEGISLATURE,
TERRITORY OF HAWAII.
AUDITOR'S OFFICE, Honolulu, January 31, 1901.

EXHIBIT No. 6.

ANNUAL REPORT OF THE COMMISSIONERS OF CROWN LANDS, 1894.

[Compiled by C. P. Laukea, agent of crown lands.]

HONOLULU, *May 1, 1894.*

SIRS: I beg leave to submit for your consideration the following report and returns of the crown lands for the two years ended March 1894.

I have, etc.,

C. P. LAUKEA,
Agent of Crown Lands.

To the COMMISSIONERS OF CROWN LANDS.

REPORT.

Under the provisions of the act approved January 3, 1865, by virtue of which the business of this office is transacted, the crown lands cannot be alienated in fee, but can only be obtained by lease for a term of years not to exceed thirty, authority to lease the said lands being vested in a board of commissioners consisting of three members, two of whom shall be appointed from the executive council and the other to act as agent.

Heretofore, or prior to January 17, 1893, the crown lands were administered more or less in the nature of a private estate, it being held that the sovereign, to whom the revenues belonged, had a vested right to the lands. As the question of the validity of the claim was never raised, the sovereign always exercised a certain amount of control over the management and disposition of the lands.

At the beginning of the year 1892 a new system of leasing was introduced, the main feature of which was to secure to small holders, more particularly native Hawaiians, the opportunity of acquiring under fair conditions suitable sections on the crown lands for homestead and agricultural purposes.

OLAA SETTLEMENT.

The opening of the new Volcano road through the crown land of Olaa, in Puna, Hawaii, made accessible to settlement a large area of fertile land which had hitherto remained practically unknown. The desire for land which followed necessitated the adoption of a more liberal system of leasing, so as to meet the requirements of the class desirous of taking up land. With this object in view, the principle of free selection in limited areas was introduced and the land thrown open to settlement free for the first three years, subject to certain conditions of improvement and cultivation, the tenure being a thirty-year lease.

As a direct result of this system, the total area now occupied at Olāa for actual settlement and cultivation, exclusive of the homestead reservation for native Hawaiians, is 11,478 acres in 85 separate holdings, an average of 135 acres to each selector.

HOMESTEAD RESERVATION, OLĀA.

In response to the claims of a number of native Hawaiians, tenants of the land of Olāa, a reservation of 1,400 acres was set apart specifically for their use. Suitable sections were allotted to each in the nature of homesteads, a continuous residence of five years being required, during which period no rent was chargeable. Forty-seven have acquired holdings, occupying a total area of 482 acres. The settlers with their families, numbering over 100 persons, are thrifty and in comfortable circumstances. A church has been erected at the settlement, and that which is now necessary is a suitable school where their children may receive the advantages of an early training and education. The attention of the government is respectfully invited to the needs of the settlers in this regard.

The appended tables, marked "A" and "B," give the names of the selectors at Olāa, together with the area held by each, whilst the accompanying maps, Exhibits 1 and 2, show the sections now occupied and actually under lease.

KAIMU AND WAIKOLEA HOMESTEADS.

The satisfactory results attained at Olāa under this system led to application to the lands of Kaimu and Waikolea in Puna, Hawaii. All of the tenants have acquired homesteads, the total area occupied being 139.8 acres. Table C, appended herewith, contains full details.

PUUKAPU HOMESTEADS.

During the latter part of 1893 arrangements were concluded with the trustees of the Parker estate by which a large section of the crown land of Puukapu, in Waimea, Hawaii, under lease to the Parkers, was surrendered to the commissioners and devoted to homestead purposes. This tract, containing 1,000 acres, adjoins the village of Waimea and comprises some of the choicest land in the neighborhood. The government road to Hamakua crosses the middle of the reservation at an elevation of about 2,500 feet.

In offering the land for settlement preference was given native Hawaiians, the intention being to afford them every opportunity of acquiring suitable sections of land whereon they may build and establish permanent homes. As an additional inducement the cost of survey was assumed by the commissioners. Fifty-nine selectors have secured homesteads, occupying a total area of 933.75 acres. Of the present holders all are native Hawaiians with only three exceptions. The tract practically disposes of the whole reservation, the remaining area being taken up for roadways, etc.

A map of the homestead reservation is appended herewith, also statement, marked Table D, giving the names of the selectors, together with the area of each holding.

The following is the summary of crown lands held under special settlement conditions:

Settlement.	Date when formed.	Number holding.	Total area taken up.	Average area each holding.	Annual rental payable.
			Acres.	Acres.	
Homestead	Jan. 1, 1892	47	482.14	10.26	\$482.19
Pu and Waikolea	do	15	139.80	9.32	71.49
Settlement	July 1, 1892	85	11,478.97	135.05	14,889.24
Pu settlement	Sept. —, 1893	59	933.75	15.83	238.65
Total		206	13,034.66	63.27	15,681.57

It will be seen from the foregoing statement that the total area of crown lands now held under lease, subject to special conditions of improvement and cultivation since January 1, 1892, the date when the first settlement was formed, is upward of 13,034.66 acres in 206 separate holdings, aggregating a total rental of \$15,681 per annum. The results above disclosed are important, as showing not only what can be done by opening up the lands and making them accessible to the small holders, but also as indicating what the future might accomplish under a vigorous policy of land settlement was pursued under conditions more favorable to the settler than at present exist. A system that will secure to the lessee the value of his improvements with right to acquire the freehold to his allotment after fulfillment of certain conditions seems to be what is needed—a system free from the evils of speculative auction sales.

TENURE AND CONDITIONS.

The tenure under which the lands are held, is a lease for thirty years and the conditions substantially as follows: Payment of rent commences at the end of the third year, which varies according to location and quality of land. At Olaa the maximum rent per annum is \$2 and the minimum \$1 per acre. At Puukapu the rental is fixed at 2 cents per acre per annum. Lessee pays all taxes and other impositions required by law. Within one year from commencement of lease must clear and plant not less than 2 per cent of the allotment, during the second year 3 per cent, and within the third year 5 per cent with coffee and fruit trees, and during the continuance of lease properly cultivate the same. In addition to the above the land must be further improved by the erection of buildings and fences to the value of \$500. Residence, except at the homestead reservations at Puna, Hawaii, is not compulsory, but actual settlers are granted a special reduction of rent at the rate of one-fourth the amount. A provision in the Olaa laws prohibits the cutting or destroying of trees, brush, or natural undergrowth within 250 feet of the Volcano road, except for purposes of roadway. The form of lease, marked Exhibit 5, is herewith appended.

PERMANENT IMPROVEMENTS.

In order that a good idea may be formed of the progress that has been made by the settlers, I would respectfully call attention to the

report of Mr. E. D. Baldwin, herewith annexed, who has had personal supervision, in connection with this office, of the survey operations at Olaa and the Kaimu and Waiakolea homesteads. His report is very interesting and contains a detail statement of the improvements made at the settlements, especially at Olaa, where most of the settlers are. The returns show that 117 houses and cabins have been built, valued at \$23,344. Of the 600 acres cleared, nearly 400 are planted in coffee, also a lot of cocoa trees, tea plants, and assorted foreign and domestic fruit trees. The total value of improvements, including the Puukapu returns, is estimated at \$50,490.

I would also call attention to that portion of Mr. Baldwin's report recommending the opening of a road between Olaa (crown) and the land of Keaau (private) as shown on the accompanying map, marked Exhibit 6. The proposed road will open up a large tract of good coffee land at present inaccessible, estimated between 20,000 and 30,000 acres.

THE CROWN LANDS.

The total area of the crown lands is approximately 971,463 acres, valued at \$2,314,250, and distributed by islands as follows:

Islands.	Number of acres.	Value.
Hawaii	642,852	\$992,250
Mauli	69,121	140,000
Molokai	20,892	25,000
Lanai	17,369	17,000
Oahu	66,593	510,000
Kauai	154,636	500,000
Total	971,463	2,314,250

Table E, appended herewith, contains a full and complete schedule of the lands and shows their approximate area, locality, whether or not leased and to whom, annual rental, date of expiration of lease, nature and general character of land, and estimated value.

It is almost impracticable at the present time to make distinction with any degree of accuracy, between the various classes of land. Some of the larger and more valuable tracts are still unsurveyed and practically unknown. A striking illustration of this is the land at Olaa, near Hilo, which was generally regarded of very little value for agricultural purposes. Since the opening of the new Volcano road this tract has been found to contain a vast region of fine coffee land equal, if not superior, to any in that neighborhood.

For the reasons above stated, and in the absence of more reliable data as to the proportionate area of arable land, or what constitutes mountain or barren tracts, the work of estimating the value of the crown lands has been attended with considerable difficulty. Sufficient information is at hand, however, enabling this office, with the assistance of Mr. J. F. Brown, of the surveyor-general's department, to prepare a careful estimate of their value which for all practical purposes might be deemed sufficient. As will be seen by reference to Table E, before mentioned, the present estimated value of the crown lands is approximately \$2,314,250.

description of all the lands, excepting small pieces and remnants, comprises this report, which is intended to show in as concise and as possible the nature and general character of the lands. This work has occupied much time and labor, and it is to be hoped that the information therein given may serve to show the extent to which the lands might be made available for settlement and agricultural development.

REVENUE.

The revenue from the crown lands is derived entirely from rents, amounts as of March 31 last to \$49,268.75 per annum, or for the years nearly \$100,000. This, however, does not include the rentals represented by special leases issued under settlement conditions or in the nature of homesteads. These are payable according to the terms of the lease at the commencement of the fourth year, and aggregate a total of \$15,681.57 annually. The rent roll, marked plate E, is appended herewith and contains a full and complete statement of all leases now in existence. It shows the names of the present lessees, date of leases, term of years, annual rentals, and the lands included under each lease.

By reference to the rent roll, it will be seen that many of the lands, and particularly the valuable ones, are held for long terms of years, and in a number of instances the rentals, compared with present market ruling rates, are exceedingly low. The following statement will illustrate this:

Name of tract.	Locality.	Area.	Annual rental.	Remarks.
Maunaloa	Kauai	172,780	\$1,200	Excellent grazing land.
Maunaloa	do	15,210	600	150 acres cane, with valuable water springs.
Maunaloa	Hilo	95,000	2,000	3,000 acres cane; good coffee land.
Maunaloa	do	101,000	1,000	500 acres cane.
Maunaloa	Hamakua	5,186	305	800 acres cane.
Maunaloa	Honolulu	500	100	Valuable town lots.
Maunaloa	Koolau	6,500	1,500	1,200 acres cane.
Maunaloa	Waianae	14,772	700	500 acres cane.
Maunaloa and Anahola	Kauai	18,474	600	1,700 acres cane.
Total		424,422	8,005	Area cane land, 7,850 acres

The above figures show that of a total acreage of 424,422 (nearly one-half the whole area of the crown lands) the rental per acre averages less than 2 cents. These tracts comprise a very large proportion of some of the choicest lands in the country, and include upward of 8,000 acres cane land now actually under cultivation besides a very large area suitable for coffee and other tropical products.

REPORT UPON THE VALUE OF IMPROVEMENTS, AND NUMBER OF COFFEE TREES, ETC., SET OUT UPON THE OLAA LOTS, SERIES B.

HILO, HAWAII, March 31, 1894.

M. C. P. LAUKEA, Agent of Crown Lands.

SIR: In accordance with your request for a statement of the value of improvements and number of coffee trees, etc., set out upon the Olaa lots, I wish to present the following report:

Total number of leases issued, 93, out of which have been canceled 8; leaving in actual operation 85. These 85 lessees cover a total acreage of 11,478.97, at a total

annual rental of \$14,889.24. Sixty-five leases, or about 75 per cent, are doing something to improve their lots.

Number of houses and cabins built	
Number of acres cleared	
Number of acres planted in coffee	
Number of acres in use as house yards, nurseries, and planted with assorted fruits, etc	
Number of coffee trees set out	25
Number of cocoa trees set out	
Number of tea plants set out	
Number of assorted foreign and domestic fruit trees set out	1
Value of houses and fences	\$15,400
Expenses of clearing (not including the expenses of planting, up-keep, etc.)	14,700
Value of the coffee trees set out, at the rate of \$8 to \$50 per thousand	5,500
Value of assorted fruit trees, cocoa, tea, etc., about	1,800
Total	37,500

At the close, nearly, of the second year since issuing the first Olaa leases, we find that the value of permanent improvements and number of coffee trees planted is a little more than double what they were at the end of the first year. This tends to show that there is a steady growth in the amount of improvements put upon the land.

Then again, the total value of improvements as given above does not represent the amount of money that has been put into Olaa, this only representing the permanent improvements, while about one-fourth of the above value of permanent improvements, or about a total value of \$9,396 additional, has been put into Olaa in the way of general expense and up-keep.

It may be well to consider somewhat the style of houses built. Out of the 80 houses and cabins, 7 may be considered as small cabins or shanties, worth a total value of \$111; 5 are good, comfortable dwelling houses, put up at an average cost of \$500 to \$1,500 apiece; the remaining 67 houses average from the value of \$50 to \$100. J. R. Wilson has put up a good, substantial, and comfortable hotel at Olaa, called "Mountain View House," located at a central point 16½ miles from Hilo.

Coffee planting at Olaa is still upon its own merits, and can thus far only be considered from an experimental point of view, as thus far we have no systematic statistics upon the possibilities of crop bearing, except those from a few individual trees scattering through Olaa, which have borne large crops of berries. The trees planted thus far are coming on well, and some that are only a little over a year old give every promise of a small maiden crop this year.

The acreage cleared, as well as planted, may be considered under three methods. First, where nearly everything has been cleared, and almost all burned except the fern stumps and some of the larger logs; under this head some 120 acres have been cleared, 73 acres of which are planted with 49,600 coffee trees. Second, where nearly everything has been cleared, and rowed, but burned; under this head some 174 acres are cleared, and 107 acres planted with 73,692 coffee trees. Third, where only the underbrush and small trees have been cut; under this head most of the clearing and planting has been done—that is, 258 acres have been cleared, and 144 acres planted with 123,292 coffee trees.

Cocoa planting has decreased somewhat, mostly on account of the difficulty in starting the young trees, also on account of not knowing whether the variety planted is the best, the seed having been obtained mostly from a few trees grown at Hilo and Honolulu.

The foreign fruits planted are some 50 best budded Riverside oranges, and over 100 assorted apples, apricots, peaches, quinces, figs, cherries, plums, etc. Olaa soil seems thus far to be adapted to almost all kinds of plant growth. Irish potatoes of an excellent quality are raised, and find a ready sale at the home market. Vegetables of all kinds flourish luxuriantly; also many fiber plants grow in large quantities in the woods, such as olona (*Touchardia latifolia*) and mamaki (*Pipturus albidus*).

In referring to surveys and cost of same, it is well to remark, that the foundation work has been carried on at the expense of the commissioners of crown lands. A careful traverse of both the old and new Volcano roads; each point being well marked on a solidly embedded stone, and nearly all of the traverse points from the 16-mile post running mauka are marked on the curbstones of the Volcano road, these being less liable to be disturbed. From these fixed points the corners of the lots are easily determined, and I would suggest here that with a little expense

be advisable to fix more permanently these road points by cementing them with concrete and marking each one with its proper number, so that it can be distinguished by any surveyor. The cost of surveying each lot has been borne by the lessee, and the cost has been about \$25 per lot of 50 acres, within a half a mile of the Volcano road, with a reduction on larger areas. It was deemed best to have good, permanent surveys of all the lots, referring these to the Olaa first government survey triangulation point, by the coordinate system. This has been done out in all cases. The road traverse especially has been made with a great deal of care, and checked by remeasurements of all the distances. One can readily see the necessity of a careful traverse when we note that after entering the woods a short distance above the 13-mile post there is no opportunity for a check until traversing 11½ miles to near the bullock pen, on the old Volcano road. The traverse of the new Volcano road has been finished to the bullock pen, a distance of 11½ miles from the 13-mile post, or to a point better known as 24½ miles from Hilo, and the old Volcano road traverse has been finished to within a mile of the same bullock pen. The work of dividing up the lots has been carried on mostly in patches here and there, as it was done for by the lessees.

The cost to the commissioners of crown lands has been:

Finished map work to date	\$177.50
Silver prints and 52 blue prints, and 2 frames.....	71.90
Field work traversing roads, etc., at Olaa, also miscellaneous map work, etc.	1, 131.80
Total.....	1, 381.20

Between every two lots a space of 30 feet in width has been reserved for side roads. These roads, being inaccessible on account of the dense growth of underbrush and trees upon them, need opening up by clearing the forest from them. A beginning has been made at this by clearing (as an experiment) parts of three of the roads, a distance of 1½ miles at an expense of \$191.05. By contract the said roads can be cleared of all timber and underbrush at about \$75 per mile. Much inaccessible land can thus be opened up for settlement.

The success with which the new volcano road has opened up the wild and almost unknown Olaa land goes to show what can be accomplished by a good road. Back of the present lots as shown laid out on the map is a vast region, with soil of equal fertility to that which the new volcano road runs through. This region only needs a good road to open it up to settlement; such a proposed road as is shown on the accompanying map would accomplish this object, and it would pay the government to build such a road, extending it as the land is called for. The road could be built at a less cost per mile than the present volcano road and yet be a good, serviceable road. By a less cost per mile, would mean that the road would not be open to so large a traffic as the present new volcano road, and would not, consequently, need to be constructed with the same degree of width or solidity.

The land of Olaa contains, by boundary certificate, 54,260 acres. The lots as laid out upon the Olaa map comprise about 20,000 acres. There are between 35,000 and 40,000 acres of good coffee land in Olaa between the elevations of 640 to 3,000 feet. The temperature is neither too cold nor too warm, and the rainfall, which averaged 110 inches last year, is on a par with the average of the best coffee districts of Guatemala. The soil is very rich, composed mostly of decomposed vegetation and rock, and from 3 to 8 feet in depth; under this comes a layer of somewhat decomposed aa, which gives an almost perfect drainage.

The present new volcano road opens up an acreage of about 15,000 acres, extending to within a mile north of the road, also all of the section south of the road, so that there remains a section back of this of some 20,000 to 25,000 acres of good coffee land which only needs a good road to open it up.

Respectfully submitted.

E. D. BALDWIN.

Report upon the value of improvements and number of coffee trees set out upon the Olaa homestead lots and also, separately, the Kaimu and Waiakolea homesteads up to March 31, 1894.

On a homestead reservation:

Number of homestead lots selected	47
Including a total area in acres	482.14
Number of houses built, including one church.....	26
Number of acres planted with kalo and coffee	53
Number of coffee trees set out.....	7,300

Olaa homestead reservation—Continued.

Value of houses and fences.....	\$4.00
Value of 45 acres kalo, at \$40 per acre	1.80
Value of coffee trees, at \$8 per thousand.....	
Total.....	6.75
Thirty-eight of the homesteads are doing something with their lots.	
Twenty-three have built houses upon their lots.	
Kaimu and Waiakolea homesteads:	
Number of homesteads, some including 2 lots	
Area, acres	
Number of houses	
Number of acres planted.....	
Number of coffee trees set out.....	
Value of houses	\$2.00
Value of kalo and coffee planted	1.00
Total	
Respectfully submitted	

E. D. BALDWIN

DESCRIPTION OF THE CROWN LANDS.

ISLAND OF HAWAII.

KONA DISTRICT.

Puuwaawaa.—This is one of the most northern of the Kona lands running from the sea to within a mile of the summit of Mount Haleohi, a distance of 15 miles. It has about 6 miles of seacoast, the last landing being at Kiholo, where a few hamlets are. The government road from Kailua to Kawaihae passes through the village of Kiholo. There are very few inhabitants on the land. The only good land for cultivation is near the Puuwaawaa Cone, distant 8 miles from the coast. Here fruits, particularly peaches, grow luxuriantly, also potatoes and taro. The makai portion of the land, say about one third, is extremely rocky and would offer but scant pasturage to a herd. Above this, in the woods, is found some of the best grazing land in that part of the country. The forest in places is very heavy, the principal wood being koa and ohia. Dependent on rain for water supply, which is generally sufficient for all purposes. Area about 40,000 acres.

Haleohi.—One of North Kona lands running from the sea into the woods a short distance. Long and narrow, in places not more than 200 or 300 feet wide, very rocky below. The upper government road runs across the land at about an elevation of 1,200 feet. The land in its immediate vicinity is good coffee land. The rainfall is sufficient for all necessary purposes. The nearest landing is at Kailua, a short distance away, although boats can land anywhere along the coast in most weathers. It is said to hold a good sea fishery. The land about the government road may be valued at \$20.33½ per acre, and is suitable for homesteads. Area, 1,000 acres approximately.

Waiaha II.—This land is situated near the center of North Kona and runs from the sea to lower edge of the woods. Some parts are extremely rocky and only fit for goat pasture. The rest of the land is one of the best in that part of Kona, growing fine bananas, pine

es. potatoes, and taro. Coffee, orange, limes, lemons, and ramie all do well in the vicinity of the upper government road, which crosses the land about 2 miles from the coast at an elevation of 1,200

Would make good homestead lots. Value about the same as all other lands. The nearest steamer landing is at Kailua, distant 2 miles, to which the lower government road runs. Boats can land anywhere along the coast.

Maia—This land adjoins Waiaha II, and is similar to it in many respects. Area, 859 acres.

Honouliuli.—The best portion of this land has been sold. The part sold lies above the government road and is principally a heavy forest of koa and ohia. The rainfall is very heavy. At the lower end of the forest near the road some good coffee land may be found. Kailua landing is the nearest, distant 4 miles. Area, 367 acres.

Honomalino.—A large land in South Kona near the Kau line. The landing at Honomalino is good, about 2 miles from the upper government road where the population resides. No special difficulties in making good roads to the landing. The upper government road runs at an elevation of 1,500 feet across the land. About one-third of the land nearest the coast is rocky and affords a scanty living to a few goats and cattle. The land extends to the upper edge of the Kona forest. About one-third of the land is inclosed in this heavy forest of koa, ohia, and some sandal woods. The remaining third is one of the most fertile of Kona lands. The water supply is from the rainfall which is ample for all agricultural purposes. Awa is a profitable crop. Coffee and ramie will do well, especially the latter. Almost any tropical production can be raised, and the land is easy of access. The landing through the good belt would make desirable homesteads. Approximate area, 6,000 acres.

KAU DISTRICT.

Waiohinu.—This is one of the best lands in Kau. On it is situated the village of Waiohinu, where a large number of inhabitants reside. Punaluu landing is distant 7 miles and Honuapo 5 from the village, with good roads to both landings. The land extends from the sea to the edge of woods, the part below the Honuapo road being very rocky and only fit for grazing. Around the village is some good land which would make excellent homesteads. A large amount of water is furnished by springs. The woods are very heavy, consisting principally of koa and ohia. Elevation of the village is about 1,200 feet, and the climate unsurpassed. There are about 200 acres cane land. Total area of the Ahupuaa is 15,210 acres.

Kapapala.—One of the largest lands in Kau. Extends along the coast more than 20 miles, then to summit of the crater on Maunaloa. The road to the volcano from Punaluu runs across the land. All below that road is very rocky, but above this lies a belt of valuable land now occupied by the Hawaiian Agricultural Company, which has on it a large number of cattle. There is not a very great extent of woodland. Where the company has a dairy there is ample water to be found. The land in this neighborhood would make excellent homestead lots, as almost all agricultural products will grow well. Fine oats and wheat have been raised there in years past. The nearest landing is Punaluu, distant about 10 miles. The rainfall is generally sufficient for all purposes. Area, 172,780 acres.

DISTRICT OF PUNA.

Olaa.—This land is one of the inland ahupuaas, not reaching the sea. It is situated to the south of Waiakea on the boundary line that divides the Hilo and Puna districts. Its nearest point is 11 miles from the port of Hilo where the new volcano road enters the land and travels through its entire length a distance of 18½ miles to within a mile and a half of the volcano of Kilauea. This land is very valuable and especially adapted for coffee culture. Fruits of all kinds would do well. Nearly all of the available portion lying on each side of the volcano road for a distance of 13 miles has been eagerly sought and taken up by settlers, the total area now occupied being in the neighborhood of 13,000 acres. This area will be very largely increased in the near future by the opening of new roads. This tract is said to comprise between 35,000 and 40,000 acres of good coffee land. The rainfall is heavy, and the drainage is almost perfect, and the soil very rich. The elevation at the lower end of the land is 600 feet and gradually rises to 4,000 feet at the Volcano House. Total area, 54,260 acres.

Apua.—A rocky ahupuaa in Puna, near Keauhou, running from the sea toward the volcano. This land is only suitable for grazing. On the uplands oranges and coffee might do well. There is quite a good landing on the coast. No inhabitants. Area, 9,420 acres.

Waiakolea.—Quite a good land for Puna, mostly adapted to grazing. Breadfruit and potatoes do well. The makai portion is devoted to homestead purposes. There is a very good fish pond on the land. A good landing. Area, 313 acres.

Kaimu.—The land of Kaimu extends from the sea to the highland. A considerable portion is very rocky, but much of it is suitable for coffee, grapes, or ramie farms. There is quite a number of inhabitants on the land, all of whom have been given suitable sections in the nature of homesteads under long leases. About 130 acres have been taken up, mostly near the beach where the village is located. Coconut trees abound. Dependent on rain for water. Area, about 4,000 acres.

HILO DISTRICT.

Waiakea.—This head embraces all that land lying on the south side of Hilo and extending from the sea to the slope of Mauna Loa, far above the forest belt, a distance of 15 miles. The land on the coast is very rocky excepting about the bay at the mouth of the Waiakea River. A tract of about 100 acres, which is very valuable. The portions along the volcano road and above or mauka of it are somewhat rocky, but the soil is very rich and is mostly under the cultivation of cane by the Waiakea Mill Company. This section contains about 3,000 acres of good cane land. Above this and extending into the forest, which is very dense, is a vast region of excellent coffee land, equally as good as the Olaa lands. A good road connects the plantation with Hilo town. The sugar from the mill is boated down the Waiakea River about half a mile to the landing. A very good fishery belongs to the land, and several excellent fish ponds. There are no running streams on the land, but several fine springs, especially at the seacoast. The old forest extends to within a mile of the coast and 2 miles to the Waiakea side of the harbor. Area, about 95,000 acres.

Ponahawai.—This tract of land runs from the Halai Hills, back of Hilo town, for a distance of 10 miles toward Mauna Loa. There are

lots in town and a large portion of the sea frontage. The section between this and the lower edge of the bush or forest has been cleared. From thence at an elevation of about 700 feet a fine stretch of land commences and runs into the woods about 2 miles, containing, say, 2,000 acres; then it is cut off by the flow of 1881, which has covered most of the upper part of this land. Koa and ohia are scattered throughout its whole length. The soil is suitable for coffee, ramie, cocoa, and other tropical plants. Area, 2,946 acres.

Piihonua.—A large ahupuaa extending from the beach on Front Street, in Hilo town, to the summit of Mauna Loa. There are several blocks in the town divided up into building lots and mostly situate on both sides of Waianuenue street, the principal thoroughfare in Hilo. From thence into the woods for about one-half mile extends a fine tract of land suitable for raising fruits or coffee. The forest, as are all the forests, is very dense, and is composed principally of koa and ohia, large quantities of which would be suitable for cutting into lumber. The woods are full of wild cattle. The flow of 1885 and 1886 made it practicable to construct a good road into the upper portion of the land lying above the woods. There is a stretch of land there about 2 miles long and from one-half to 1½ miles in width which contains about the finest land in the country for raising wheat, oats, or any other of the cereals, as also potatoes. The climate is dry, with enough moisture to furnish all the water needed for use. Above this tract, stretching away to the summit of Mauna Loa, the land is rocky and good only for grazing purposes. It joins the land of Humuula above the woods. The land rises gradually to the high table-lands, being 4,000 feet altitude at the lower edge of the woods and about 5,000 feet at the upper end, 15 miles distant. The land of Piihonua contains 12,236 acres, about 600 of which lie below the woods. There are between 200 and 300 acres of cane land.

Humuula.—This large tract runs side by side with Piihonua to the summit of Mauna Loa, but grows considerably narrow as it reaches the sea in North Hilo. The land below the woods is valuable as cane land, between 400 to 500 acres now under cultivation by the Ookala Sugar Company. The forest, which consists principally of heavy koa and ohia, extends 4½ miles. The upper portion of this land is used for sheep raising by the Humuula Sheep Station Company, who have erected large and extensive paddocks at Kalaieha, the company's station. A fair road connects the station with the Ookala plantation. Around Kalaieha is a large and fine tract of land suitable for cultivation, and if settled with small holders would sustain a large population. There are no streams mauka of the woods, but enough rain generally falls to supply all the water needed. A fairly good wagon road connects the company's station with Waimea, distant 35 miles. Another road runs from Waimea to Keanakolu; also a station of the company's, on the Hamakua side of Maunakea, thence to Kalaieha. The altitude of the agricultural lands above the woods is about 6,000 feet. The total area of Humuula is approximately 101,000 acres.

Hakalau-iki.—This is a tract of a little over 500 acres entirely under cultivation by the Hakalau Sugar Company for cane. This land is very valuable and runs from the sea to lower edge of woods; would make splendid homestead lots. The nearest landing is at Hakalau Gulch, distant 1 mile. The elevation at sea is about 300 feet, and at the woods 1,000. It is well watered. No inhabitants.

Manowaiopae.—This also is a small tract in North Hilo about 2 miles from Laupahoehoe landing, and situate between two gulches with running streams. All of it, excepting the sides of the gulches, is valuable as cane land, under cultivation by the Laupahoehoe Sugar Company. Extends from sea to the edge of woods, long and narrow; has valuable water rights. Area, 180 acres.

HAMAKUA DISTRICT.

Kalopa.—A valuable tract of land extending from the Hamakua coast into the woods. The portion below the woods is very valuable and contains about 1,000 acres of good cane land now held by the Paaubau plantation. The government road crosses the land about 3 miles from the coast at an altitude of 1,000 feet. Dependent on rain for water supply, which is generally sufficient. The forest contains a large tract of fine koa trees running up to the slopes of Maunakea, and as far as the land goes good grazing is found. Coffee grows well in the gulches. This would make one of the best lands for homesteads, and could support a large population. Land in this vicinity is rented at a very good figure; for sugar land \$3.75 per acre is paid. Total area, 6,600 acres.

Honokaia.—This land has quite a fair landing in good weather. The government road crosses it as at Kalopa, and all the land below the woods, although a little rocky in places, is very rich and will raise all tropical products. This land at the sea is very narrow, but very wide in the woods, where good grazing is found. All below the line of the forest is held by the Honokaa Sugar Company, and mostly under the cultivation of sugar cane, exclusive of kuleanas, of which there are a great number. The sugar land contains between 700 and 800 acres, and is worth \$10 to \$20 per acre. In the woods is a good spring of water, which, in dry weather, is invaluable. Area, 5,186 acres.

Waimanu.—A deep valley and almost inaccessible. The land in the valley is very rich and is suitable for rice and taro, and well watered. The landing is very poor and oftentimes dangerous. Without a good road connecting it with Waipio, which at present is only a trail, the land would have but little attraction for settlers. There are quite a number of inhabitants living in the valley. This land contains about 5,000 acres, all but 50 of which is principally grazing and mountainous tract.

KOHALA DISTRICT.

Pololu.—This valley is on the southern side of North Kohala and has a fair landing in most weathers. The whole of the valley is principally used for rice culture. Much of the water formerly running into the Pololu stream has been diverted and taken to the adjoining land of Makanakahi. There are not many people residing on this land. Area, 1,343 acres, mostly rugged and precipitous.

Kaauhuhu.—This is a fine tract of land running from the sea to the top of the Kohala ridge of mountains. Most of the lower section of this land, about 150 acres, is under cultivation of cane; the remaining portion is good grazing land. There are no streams on the land, but enough rainfall to insure good crops. This tract would make choice homestead lots, and contains 1,737 acres.

Kawaihae.—This large tract also extends from the sea to the top of the Kohala ridge of mountains. All of the portion lying makai of the

er government road is very dry and rocky and only fit for pasturing. Above said road, at an altitude of 1,500 feet, some good land commences which has in former years raised fine crops of Irish potatoes and corn. It is now used principally for grazing. In the upper part of the land there are a few inhabitants. A fine stream of water runs to a short distance below the government road. At the beach near the Kawaihae landing there is quite a large village, where most of the inhabitants are. This land has a good fishery. Area, about 13,000 acres.

Waimea.—The ahupuaa of Waimea comprises all that tract of land extending from Kawaihae to the Hamakua boundary and running from the sea to the top of the Kohala Mountains, containing an area of about 6,000 acres. On it is situated the village of Waimea, distant 12 miles from Kawaihae, the nearest landing. The government road from Kohala to Hamakua passes through Waimea. From a short distance above the road to the sea the land is very rocky and only fit for passage, while the rest of the land is very fertile and will produce almost all tropical fruits. There are two running streams on it. In and around the village the land is cut up by a number of kuleanas, which are mostly occupied. In the vicinity of the government road, which crosses the land at an altitude of 2,600 feet, including the slopes back of the village, may be found some of the best lands for agricultural purposes and could support a very large population. A section of land on Puukapu adjoining the village, comprising 1,000 acres, and lately laid out into homestead lots, has all been eagerly sought and readily taken up by native Hawaiians.

Muliniai.—Ili of Waipio. This tract, excepting about 40 acres in the valley, is principally mountain and woodland and is inaccessible. The area is approximately 5,000 acres.

Kuohia and Pohakumanuulu.—Two small pieces in Waipio Valley containing, respectively, 12 and 26 acres. Most of these tracts are under the cultivation of rice and taro.

ISLAND OF MAUI.

LAHAINA DISTRICT.

Mala.—Otherwise known as Wabikuli. This tract is on the outskirts of the town of Lahaina, in the direction of Kaanapali, and is mostly dry and barren land. A small section makai is available for use. On it is a very large cocoanut grove. The upper portion is only suitable for grazing. Area, 2,807 acres.

Alamihiki.—This and the following 9 lands named in the schedule of town lands in the district of Lahaina are small pieces and distributed throughout Lahaina, most of which are under cultivation of cane by the Pioneer Mill. The Mokuhinia fish pond, near the Wainee Church, and the pond known as Alamihiki are included in this category.

Kauaula.—This land was given in exchange for a tract in the district of Puna, Hawaii, known as Kehena.

Olowalu.—A large tract in Olowalu, distant about 6 miles from Lahaina, where the Olowalu Sugar Company has its plantation. Nearly all of the lowlands are under the cultivation of cane, about 300 acres. Most of the land is very rocky and precipitous, the mountains rising abruptly, and, in places, quite near the sea. The plantation has

a good landing. The road from Lahaina to Wailuku crosses the land near the sea. Area is approximately 6,000 acres.

Ukumehame.—This large tract of 11,040 acres adjoins Olowalu and comprises all that point of land lying at the most southern part of West Maui, leading into Maalaea Bay. The coast line extends for a distance of about 12 miles to Kapoli Spring, on the boundary between Ukumehame and Waikapu, near the Maalaea landing. Excepting a small portion in the valley adjoining Olawalu, the land is extremely rocky and very much cut up by deep gulches and ravines. The road from Lahaina to Waikapu crosses this land at Pohakuloa at an elevation of 1,185 feet. A trail also follows the coast to Maalaea landing.

KULA DISTRICT.

Keokea and Waiohuli.—These two tracts comprise some of the choicest land in this district, and of the crown lands are the most valuable on the island of Maui. They lie adjacent and extend from the sea, at the Kalepolepo landing, to the Kahikinui boundary, at a point called Kalepeamo, distant 13 miles. The elevation here is about 9,000 feet. The upper government road through Kula crosses the lands at an altitude of about 3,000 feet. Above this lies a stretch of fine corn and potato land, and all below it is excellent grazing. The area of agricultural land is estimated between 2,500 and 3,000 acres, worth \$25 an acre. A good road also crosses the lands near the sea which connects with the Maalaea landing, distant 4 miles, and Makena, 10 miles. Kalepolepo landing, once a calling place of whale ships for supplies, is on the boundary line of Waiohuli and adjoining land. Keokea comprises an area of 5,332 acres, and Waiohuli 10,734.

Kealahou.—A small tract of 217 acres in Kula, adjoining the government land of Waiakoa. A large portion of this, above the road, is good arable land. Elevation, about 3,060 feet.

DISTRICT OF HANA.

Waiohonu.—A valuable tract near the Reciprocity Sugar Company's mill at Moka'e. About 125 acres of it is good cane land, the rest suitable for grazing. Has a good landing at Pohakuloa, 1 mile from the company's landing. Area, 310 acres.

Wailua.—A narrow strip of land situate about 3 miles from Waiohonu, near the land of Muolea; only valuable for its water, which supplies a portion of the Reciprocity Sugar Company's lands. It is very narrow at the sea, being not more than 250 feet in width. Total area, about 300 acres.

KOOLAU DISTRICT.

Wailua 1 and 2—Keanae and Honomanu.—These three lands adjoin each other and extend along the coast from Makoloaka Point where Wailua joins the government land of Waiohue on the east, to a ravine called Napuumahoenui at the extreme westerly end of Honomanu, a distance of about 6½ miles. These tracts are mostly mountain and wood land and full of deep and precipitous gulches. At Keanae there is quite a stretch of low table-land, where considerable taro is cultivated and where most of the natives reside; has a very good landing. In the Wailua Valley all of the lower portion is rice land, about

acres. On these lands there is at all times a great abundance of water. The land of Honomanu is valuable for its water, from which a large section of the Hawaiian Commercial and Sugar Company's land is supplied. Wailua contains about 3,000 acres; Keanae, 11,148; and Honomanu, 3,260.

WAILUKU DISTRICT.

Pōlipoli.—A small tract in Waiehu of about 70 acres. A large portion is good cane land now under cultivation by the Waihee Mill Company. There is very little waste land.

KAANAPALI DISTRICT.

Kahakuloa.—A large ahupuaa near the most northern point of west Maui, extending from Waihee to Honokahau. It is very wide at the sea, about 8 miles, and runs to a point at the top of the mountain called Eke; altitude 4,500 feet. There are several small streams on the land which give an abundance of water. A good deal of the land is not of much value, being rocky and barren. Portions, however, especially in the valleys, are extremely fertile and would produce a large variety of tropical fruits. The section nearest Waihee is suitable for cane. Total area, 10,523 acres.

Napili.—A small tract of about 300 acres in Kaanapali, near Honokahau, about 9 miles from the town of Lahaina. Mostly dry grazing land and very rocky above.

Honokawai.—This tract of land is situated on the boundary line between the Kaanapali and Lahaina districts and compares favorably with any of the lands in this locality. Some of the lower sections are suitable for cane, but the remainder of the land is mostly dry grazing. In the valley there is quite an area of good taro land. The government road to Kaanapali crosses the land near the sea. Total acreage is about 4,000 acres.

ISLAND OF MOLOKAI.

Ualapue.—This tract is situated on the southwesterly side of the island, within 3 miles of the landing at Pukoo, and extends from the sea to Wailua Valley, distant about $3\frac{1}{2}$ miles. The land of Kaluaha forms the boundary on the east, and Kahananui on the west. Below the government road, which crosses the land a short distance from the sea, there is a lot of good taro land and a large fish pond which is very valuable. All of the upper part of the land is mostly used for grazing. Area, 709 acres.

Kalamaula.—This ahupuaa runs parallel with the land of Kaunakakai (Bishop estate), and comprises all that portion between Kaunakakai and the land called Kahanui, containing an area of 6,747 acres. The whole of this land is only adapted for grazing. There are no running streams on the land, but near the upper boundary are found some valuable springs of water. At the beach is a very large coconut grove planted by Mr. R. W. Meyer during the reign of Kamehameha V. During certain seasons of the year large quantities of potatoes might be produced. At the sea are two large fish ponds.

Palaau.—One of the largest lands on Molokai, in 3 sections and comprising a total area of 11,258 acres. It is situated about 3 miles west of Kaunakakai and extends from a point on the seacoast called

Moomomi, 6½ miles in an easterly direction. Near the beach the land is extremely dry and rocky, but the largest portion is very good. It makes excellent grazing land. There are no streams on the land. At its highest point the elevation is only 748 feet.

Kapaakea.—This land forms the eastern boundary of Kaunakakai with the government land of Kaimiloa to the southeast. It is very long and narrow, being only a little more than one-half mile wide at the sea, where the government road crosses the land. Mostly grazing land. There is a large fish pond at the coast. Area, 2,078 acres.

ISLAND OF LANAI.

Kamoku.—The ahupuaa of Kamoku on this island is a large and valuable tract extending from the sea to the top of the mountain ridge where a good supply of drinking water from a spring is obtained very far from the Gibson homestead. The government road crosses the land a short distance below the homestead. From this point commences a beautiful stretch of country extending for miles around. The soil is very rich and is capable of producing large crops of corn and potatoes. Has a very good landing. Area, 8,291 acres.

Paomai.—This tract is situated south of Kamoku and stretches right across the island of Lanai from sea to sea. It is very narrow, in places not more than 2,000 feet wide. The landing of Awalua is on this land. Area, 9,078 acres.

ISLAND OF OAHU.

KONA DISTRICT.

Kahauiki.—A tract of 1,344 acres lying between the government land of Kaluaopalena at Kalihi and Moanalua. It extends from the sea a little over half a mile wide, to a point on the slopes of the Koolau Mountains, distant 4 miles. In the vicinity of the government road, which crosses the land near the lower end, the soil is very rich and productive. On this portion is an artesian well which furnishes a good flow of water for the rice and banana fields. The rest of the land is mostly used for grazing. A section of about 150 acres would make desirable homestead lots, worth from \$100 to \$300 an acre. This land has a good fish pond called Weli.

Luakaha.—This valuable tract comprises all of the upper portion of Nuuanu Valley, extending from a point near J. H. Wood's premises on the Nuuanu road to the top of the mountain ridges on both sides of the valley, and thence running to the top of the Koolau Mountains, from Konahuanui, at Manoa, to a point near Lanihuli, overlooking Kancobe. This land is valuable for the water, which is the main source of the city's supply, and where the government has extensive reservoirs and waterworks. A very large portion of this land is well adapted for homestead lots. Area, 2,220 acres.

Aunaiolimu.—This tract, containing about 500 acres, takes in all of the western portion of Punchbowl Hill, situated directly back of and overlooking the city, the division line being near the old flagstaff. On the lower slopes, bordering on Kinau and Punchbowl streets, are valuable building lots, mostly built upon and occupied by Portuguese and native families. There are also some valuable lots in town, with fish ponds and salt works at Kakaako, near the sea. The remainder of the land, about 400 acres, embraces a large portion of the barren hillsides of Punchbowl.

Pukele and Waiomao.—These two lands are situated in Palolo Valley, about $3\frac{1}{2}$ miles from the tram-car terminus at Punahou. Waiomao contains 748 acres, and Pukele 198, in two sections. A large portion of these lands are on the hillsides, and mostly woodland, the rest is grazing land. Sections, however, are suitable for the cultivation of oranges, limes, etc., and would make very desirable homesteads. Water supply sufficient for all necessary purposes.

Kaneloa.—An ili of Waikiki, and comprises all of the land known as the Kapiolani Park premises, containing 171 acres. It extends from the causeway near Mr. Cunha's residence to and including Mr. G. Irwin's at the sea, and running up to Nolte's at the mauka or upper end of the land. The portion across the stream and adjoining on the town side—about 10 acres—is good rice land. This land has good and valuable sea fishery. The lots at the seaside are very valuable, and on nearly all are handsome and beautiful residences.

Kaliouou.—A long, narrow strip extending from the sea at the boundary line of Maunaloa and running to the top of the mountain ridge overlooking Waimanalo. The land where the government road crosses it is only 1,500 feet wide, and does not exceed 2,000 feet at its widest point. This land is mostly adapted for grazing purposes. Area, five hundred and eighteen acres.

DISTRICT KOOLAUPOKO.

Waimanalo.—This Ahupuaa comprises all that valuable tract of land lying between the Kailua ridge of hills and Makapuu, the most easterly point on the island of Oahu. It is $6\frac{1}{2}$ miles in extent at the seashore, and runs up to the top of the mountain ridge at a point called Lanipo. There are about 1,200 acres of cane land under cultivation by the Waimanalo Sugar Company, the rest of the land being only suitable for grazing purposes. Has a very good landing, distant about 2 miles from the plantation. The government road which crosses the land connects with the landing and joins the road leading around Makapuu point to the leeward side of the island. Approximate area, 5,500 acres.

Kaunaloa.—An Ili of Kailua in two sections, containing 525 acres of fine land, which is now mostly used for grazing purposes. The soil is very rich and can produce large crops of corn, potatoes, taro, etc. Has an abundance of water at all times of the year from springs. There are about 10 acres under the cultivation of rice, besides a large number of taro patches. This land is quite valuable, being worth from \$10 to \$20 an acre. Would make excellent homesteads. The government road crosses the middle of the land. At the sea is a section of about 68 acres, mostly grazing. A small island called Popoia belongs to this land, about $3\frac{1}{2}$ acres in extent. Has a good sea fishery.

Kealahala.—This tract is in Kaneohe, near the Heeia boundary line. The government road passes a little below it. A section of about 100 acres is suitable for cane and is now under cultivation by the Heeia Agricultural Company. The rest of the land is only suitable for grazing. Area, 379 acres.

Makawai and Hoheke.—These two tracts are intimately connected and are for the most part pasture lands. They are in six sections and contain a total area of 1,261 acres. At the sea, where the road crosses the lands, and in its immediate vicinity, there are about 30 acres of

rice land, in several small sections. Above this, and extending up to the foot of the hills, a section of, say, 200 acres might be made available for homesteads. There are two running streams on the land which furnish all the water needed.

KOOLAULOA DISTRICT.

Hauula.—This tract adjoins Makawao, and extends from the top of the mountain ridge, where the land of Punaluu joins it. It is about a mile wide at the sea, where the government road crosses the land. From this point to the foot of the hills may be found excellent grazing land. The soil is very rich, with an abundant supply of water from the streams, which are running nearly throughout the whole year. Area, 1,576 acres.

Waialeale.—A small tract of 733 acres, principally grazing land. Extends from the sea, where the land is about three-fourths of a mile wide, to a narrow point halfway up the mountain ridge. From the Kahuku Plantation it is distant about $3\frac{1}{4}$ miles, in an easterly direction. In the vicinity of the government road is a large fish pond and a number of taro patches, fed from springs. Above the road, to the foot of the hills, the land is only suitable for grazing.

Paumalu and Pupukea.—These two lands lie adjacent to one another and comprise a total area of 4,363 acres. They extend from the shore of Kaunалу on the Kahuku side to the Waimea River, a distance along the seashore of over 4 miles, thence to the top of the dividing ridge of hills between these lands and Waimea on the Waialua side. There are no running streams on these lands, and during the summer months the land is very dry. Portions of these lands are somewhat rocky, but there is very little waste land, the whole being available for grazing.

DISTRICT OF WAIANAE.

Waianae.—This large and valuable tract of land is in two sections and extends from the seashore at Waianae to the top of the Koolau ridge of mountains overlooking Kahana and Waikane in the Koolau district.

Waianae-kai, area 6,143 acres, comprises all that portion extending from the top of the Kaala ridge of mountains to the sea. Considerable of the lower part of this land is good cane land, and now under cultivation by the Waianae Sugar Company. Above in the valleys a large portion is suitable for coffee. Oranges, limes, and other tropical fruits will do well. The Waianae stream runs through the land, and furnishes generally sufficient water for all purposes. A good road crosses the land near the coast, and connects it with the railroad terminus at Ewa Plantation, distant about 12 miles. The landing is good, where the Inter-Island Company's steamers call regularly once or sometimes twice a week.

Waianae-uka extends from the top of the Kaala ridge, overlooking Waianae, to the top of the Koolau ridge, a distance of about 15 miles. This section is at present used entirely for grazing purposes. Both branches of the Kaukanohua streams form a junction near the boundary of this land, which give an abundant supply of water for all necessary purposes. The Waieli stream on the Honouliuli boundary is also another source of water supply for that portion of the land. Around

foothills and in the hollows a large section of this land might be available for coffee. The land at its highest point is 4,050 feet to the top of the Kaala ridge, receding to an elevation of about 900 feet where the Government road to Waialua crosses the land near the middle, and then it rises again gradually to the top of the Koolau ridge, a distance of 10 miles, to an altitude of 2,360 feet. The total area of Waianae-uka is 14,678 acres.

Maau.—A valuable tract of 2,431 acres, lying between the lands of Waialua and Makaha, about 2 miles beyond Waianae-kai. It is about 2 miles wide at the sea, and runs to a point inland distant 3 miles from the coast. The soil is very rich, and in the upper portion excellent cane land may be found. A small section of the land is at present under cultivation of coffee and a variety of tropical fruit trees.

Lualualei.—This tract is one of the best and most valuable of the Crown lands on the island of Oahu. Without exception it surpasses all of the other lands for richness and great fertility of soil. The lower portion, about 500 acres, is under cultivation of cane by the Waianae Sugar Company, where the yield is said to be enormous. Most of the company's planting interests are now centered here. Several hundred more acres might be made available for cane. The remaining portion of the land would grow almost anything. For ranching purposes this land excels any other, as it is known to be the best fattening land on the island. This land adjoins Waianae on the mauka side, and extends along the shore for a distance of $5\frac{1}{2}$ miles, thence to the top of the ridge of the Waianae Mountains, distant about 7 miles from the sea. It contains an area of 14,772 acres.

Nanakuli.—This tract is also situated in Waianae, and runs parallel with Lualualei on the boundary line between the Ewa and Waianae districts. The coast line is about $1\frac{1}{2}$ miles long. Most of this land is at present only available for grazing. The road to Waianae crosses the land at the seashore. The land is somewhat low, but rises abruptly as it reaches the foothills to an elevation of about 3,000 feet. Area 4,431 acres.

DISTRICT OF EWA.

Ohua Waikakalaua.—This tract is an ili of Waikele, situated between Waianae-uka and Waipio on the road to Waialua, distant about 6 miles from the junction of the Waianae and Waialua roads near the Ewa Church. It is mostly grazing land. Elevation about 800 feet. Total area, 490 acres.

Pouhala.—In two sections. The upper section, containing 810 acres, adjoins Ohua Waikakalaua near the government road to Waialua, distant 5 miles from the Ewa stream. The whole of it is only suitable for grazing purposes. Lower Pouhala is situated near the sea at Pearl River, and adjoins the Hawaiian Fruit and Packing Company's lands at Apokaa. It is a long, narrow strip running from the government road to the shore, and includes a valuable fish pond and some taro land. The railroad crosses the land near the sea. The fish pond contains 29 acres, including the taro land, and the kula portion 43 acres. Would make desirable homestead lots.

Weloka.—A valuable fish pond at Manana, lying on the mauka side of the Oahu R. and L. Company's property on the peninsular with 5 acres of land on the said peninsular adjoining the old Ford homestead. The fish pond covers an area of 21 acres.

Honokawailani and Kauhihau.—These are two small ilis in W near Aki's rice mill at Ewa. They are in five sections, partly in but principally kula land. Contains a total area of about 11 acres.

Aiea.—A long narrow strip of 1,185 acres, lying between the of Halawa and Kalauao in Ewa. It extends from the shore of East Loch at Pearl River to a point called Uau on the uplands, at 1,700 feet, a distance of $4\frac{1}{2}$ miles. About half a mile from the shore the government road to Ewa crosses the land. All of the portion of this land is under cultivation of rice and taro, a grove consisting of kuleanas. From the road, and running up as far as land extends, good grazing is found. At an elevation of say 500 sections might be made available for coffee and various tropical crops.

NOTE.—The lands not found in the above descriptions are partly omitted, they being small sections of 2, 3, or 4 acres and located in different parts of the Kona district on Oahu. They are principally taro, banana, or rice lands.

ISLAND OF KAUAI.

Hanalei.—Hanalei was once a flourishing little settlement in the prosperous year of the Princeville Plantation Company, but the cane lands in the valley have been mostly converted into rice fields. The land of Hanalei in the district of Halelea comprises an area of 16,400 acres, a large portion of which is woodland and about 1,000 acres cane land. Above in the valley, where a number of families are residing, are extensive taro lands. Oranges and other tropical products grow well here. Quite a large portion might be made available for homesteads. The Hanalei River is the largest on the island. The weather is moist, but healthy. Has a good landing and a fine harbor where large vessels can safely anchor. This land has extensive and valuable fisheries.

Anahola.—This land is situated in the district of Koolau, and comprises an area of 6,237 acres. Nearly all the land in the valley is good rice land, mostly on kuleanas. The Anahola stream furnishes an abundant supply of water. A considerable portion above the valley, about 500 acres, is under cultivation of cane by the Makee Sugar Company, the remainder being good pasture and wood land. Good roads connect it with the plantation.

Kapaa.—This valuable tract extends from the sea to the mountains a distance of about 7 miles, and contains, by boundary certificate No. 5, an area of 7,237 acres. It has between 1,200 and 1,500 acres of cane land besides a large area of good rice land, which at present is not utilized. A large portion of this land in the valley would make comfortable homesteads. There is sufficient water in the streams for all purposes. Toward the foothills as far as the land extends is for excellent grazing. The government road crosses the land near the coast for a distance of about 2 miles. Has a good landing.

Wailua.—The Wailua lands in the district of Puna comprise an area of 20,255 acres in two sections—Wailua-kia and Wailua-uka. Wailua-uka is very fertile, containing several hundred acres of cane land besides an immense forest land, a large portion of which might be made available for coffee. Taro is now grown in some parts of the valley, and for a long distance on either side may be seen indications of extensive taro cultivation in past years. This land is well watered, and could support a large population. Waiehu Falls, situated

t the head of the valley and which is also the source of the la River, irrigates about 600 acres of the Lihu and Hanamaulu

Wailua-uka has 17,455 acres. Wailua-kai, 2,800 acres, con- or the most part of pasture land. A large portion of the rice ound here is mostly on kuleanas. There is about 75 acres of n the lower part of the land.

ahco.—This tract is situated in the district of Kona, and contains a of 4,045 acres. This is principally pasture land. A large sec- bove, in the woods, might be made available for coffee or for the ation of oranges and other tropical fruits. The celebrated fish of Nomilu is on Kalaheo, and is very valuable.

imea.—A very large and valuable tract containing by boundary cate No. 28, 92,462 acres. Below the bluffs, from Waimea Val- Mana, lies a stretch of rich land, mostly under the cultivation of say 1,500 acres. Above this is a large amount of waste land. is very little water to be found from here to the Waimea settle- , a distance of 15 miles. The valley is considerably cut up by nas, now mostly in rice, a few acres of which are on the crown

The water from the Waimea River is at present not much used, he probabilities are that before many years this immense body of r now running to waste will be in demand for irrigation purposes, from which a very large revenue will be derived. Under the exist- lease, which expires 1917, two-thirds of the proceeds from the or belong to the lessors.

anapepe.—A valuable tract in the Kona district adjoining the aian Sugar Company's lands at Makaweli. The land at Hanapepe prises about 600 acres of cane land and also a large area of good land. All of the upper portion of the land is suitable for grazing, e being no woodland. The water used for irrigating the Sugar npany's extensive cane fields on Makaweli is obtained from a branch he Hanapepe River. The Ahupuaa of Hanapepe contains approxi- ely 8,000 acres, nearly all of which being rich and very fertile.

LE A.—Leases issued by the crown land commissioners on thirty years' term, at the ina settlement, Puna, Hawaii (Section B), under special conditions of improvement.

Lessee.		Date of lease.	Area of each select- or.	Annual rental payable.	Number of lot selected.	Remarks.
			Acres.			
1	Baldwin, E. D., et al.	July 1, 1892	100	\$200.00	Lots 72, 87	
2	Furneaux, C .....	.....do	65.29	130.58	Lot 1, sec. B	
3	Richardson, A. W....	.....do	58.45	106.90	Lot 1, secs. A, D	
4	Nailima, W. B .....	.....do	80	60.00	Lot 50, sec. A	
5	Lewis, J. D.....	.....do	25.50	50.00	Lot 65, sec. B	
6	Malterre, Leon	July 9, 1892	47.10	94.20	Lot 7.....	Assigned to M. H. Laffey.
7	Koakulana, J. W....	July 13, 1892	50	100.00	Lot 6, sec. A	15 acres transferred to J. C. Re- zentes et al.
8	Wilson, J. B.....	.....do	55.85	111.70	Lot 109.....	
9	Maunakea Stables..	Aug. 1, 1892	10	20.00	Lot 65, sec. A	
10	Amaral, J. P.....	May 14, 1892	35	52.50	Lots 26, 27, sec. A...	
11	Herring, J. M	Aug. 1, 1892	50.85	101.70	Lot 66.....	
12	Staples, J. E.....	.....do	57.51	86.28	Lot 166.....	
13	Kaholo	Aug. 3, 1892	50	100.00	Lot 71.....	Assigned to J. Reinhart.
14	Pueke	Aug. 11, 1892	50	100.00	Lot 5.....	
15	Kuikahl .....	.....do	18.36	27.54	Lot 50, sec. B	
16	Kamaki	Aug. 15, 1892	30	60.00	Lot 44, sec. B	
17	Kawal .....	.....do	20	40.00	Lot 45, sec. B	
18	Brown, B. H .....	.....do	30	60.00	Lot 49, sec. B	
19	Furneaux	Aug. 24, 1892	135.91	163.92	Lot 1, secs. F and C, and lot 4, sec. F.	

TABLE A.—Leases issued by the crown land commissioners on thirty years' term, *Olao settlement, Puna, Hawaii (Section B), etc.*—Continued.

No. of lease.	Lessee.	Date of lease.	Area of each select- or.	Annual rental payable.	Number of lot selected.	Remarks.
20	Kenichiro Koshina.	Aug 27, 1892	<i>Acres.</i> 77.04	\$115.56	Lot 29 and lot 44, sec. A.	
21	Wakamoto, K.	Sept. 1, 1892	50.48	75.72	Lot 28, sec. A.	
22	Hitchcock, E. N.	Sept. 26, 1892	100	200.00	Lots 273, 266.	Assigned to 266, Mr. Staples, N. R. Zink.
23	Sunter, A.	Sept. 12, 1892	100	150.00	Lots 211, 217.	
24	Kaholo.	Sept. 29, 1892	10	20.00	Lots 45, sec. A.	
28	Okino, G.	Oct. 15, 1892	50	100.00	Lot 30.	
29	Datte, J. M.	Nov. 1, 1892	100	200.00	Lots 42, 43.	
30	Shimamoto et al. ....	.....do.....	118.47	177.00	Lots 51, 52.	
31	Yamamoto et al. ....	.....do.....	125	250.00	Lots 182, 183, 187.	Lot 187 assigned K. Kawan.
32	Eldarts, H. ....	.....do.....	57.30	85.00	Lot 181.	
33	Grossman, M. E., et al.	Jan. 1, 1893	1,500	650.00	Lots 214-216, 229-236, 249-254, 267-272, 285-289—26 lots.	A large p very r after eight annual r \$1,300.
34	Sakamori et al.	Dec. 1, 1892	117.08	175.00	Lots 63, 64.	20 lots; after- year annual tal \$2,000.
35	Kona Coffee and Commercial Co.	Jan. 1, 1893	955.80	1,000.00	Lots 117-120, 129-132, 139-144, 153-158.	
36	Nagai, K.	Dec. 19, 1892	50	75.00	Lot 81.	
37	Abe, R.	Jan. 1, 1893	42.30	63.00	Lot 48.	
38	Furneaux, C. ....	.....do.....	89.57	134.00	Lot 3.	
39	Lee, E. R.	Jan. 9, 1893	100.33	200.66	Lots 115, 116.	Assigned to Russel.
40	Grossman, J. E. ....	.....do.....	105.98	159.00	Lots 164, 165.	
41	Otsuki, K.	Jan. 12, 1893	100	200.00	Lots 288, 289.	
42	Sunter, A.	Feb. 1, 1893	64.94	100.00	Lot 188.	
43	Pali.	Nov. 15, 1892	24	36.00	Lot 156, Sec. B.	
44	Brunner, W. W.	Dec. 1, 1892	240.85	411.00	Lots 26, Seca. B and C; 8, 26, 88, 89.	Lots 88, 89 dered; m ing lots as to A. M. W.
45	Baldwin & Alex- ander.	Dec. 6, 1892	125	187.50	Lots 73, 86, and 94, Sec. A.	
46	Rycroft, R.	Dec. 22, 1892	200	300.00	Lots 237, 238, 247, 248.	
47	Le Blonde, F. C.	Jan. 1, 1893	98.47	140.00	Lots 110, 111.	
48	Williams, Dr. R. B. ....	.....do.....	100	200.00	Lots 227, 228.	
49	Siders, C. F. ....	.....do.....	50	75.00	Lot 344.	
50	Curtis, A. G.	Jan. 1, 1893	50	100.00	Lot 284.	Assigned to Horan.
51	Auld, Chas. ....	.....do.....	25	50.00	Lot 94, sec. B.	
52	Sisson, J. P. ....	.....do.....	50	100.00	Lot 212.	
53	Hitchcock, D. H. ....	.....do.....	96.29	192.50	Lots 349, 360.	
54	Onome, B.	Feb. 17, 1893	19.25	29.00	Lot 27, sec. B.	
56	Stupplebeen, J.	Feb. 20, 1893	13.69	20.50	Lot 167, sec. B; 180, sec. A.	
57	Atkinson, A. L. C. ....	.....do.....	221.08	400.00	Lots 297, 300, 348, 361.	
61	Peck, E.	Feb. 22, 1893	100.89	150.00	Lots 133, 134.	
62	Onome & Co. ....	.....do.....	337.72	500.00	Lots 32, 33, 40, 41, 53, 54.	
63	Taniguchi et al. ....	.....do.....	50	75.00	Lot 184.	
64	Turner, L.	Mar. 1, 1893	155.98	234.00	Lots 10, 11, 12.	
65	Baldwin, E. D. ....	.....do.....	100	150.00	Lots 255, 256.	
66	Eleakala. ....	.....do.....	22.38	44.00	Lot 49, sec. A.	
67	Le Blonde, F. C.	Mar. 8, 1893	150	225.00	Lots 91, 112, 114.	
68	Eaton, F.	Mar. 13, 1893	100	150.00	Lots 317, 318.	
69	Zimmerman, A.	Mar. 27, 1893	100	185.00	Lots 135, 136, sec. A.	
70	Bom, T. ....	.....do.....	50	65.00	Lot 138.	
71	Sunter, A.	Apr. 5, 1893	50	75.00	Lot 210.	
72	Rogers, W. C.	Apr. 1, 1893	63.60	100.00	Lot 290.	
73	Zink, R.	May 1, 1893	50	75.00	Lot 274.	
74	Kuwabara et al.	May 15, 1893	41.55	62.00	Lot 47.	
75	Whitney, J. M., et al.	Apr. 6, 1893	200	300.00	Lots 95, 96, 107, 108.	
76	McGreeney et al.	May 22, 1893	50	75.00	Lot 312.	
77	Gomez, F. ....	.....do.....	31.33	47.00	Lot 296, sec. A.	
78	Garrick, Mrs. G. W.	June 15, 1893	50	100.00	Lot 328.	
79	Garrick, C. A.	May 15, 1893	50	100.00	Lot 329.	
81	Grossman, J. E.	Aug. 1, 1893	103.66	155.00	Lots 159, 163.	
82	Aloha Coffee Co.	Aug. 22, 1893	2,574.21	2,400.00	Lots 76-83, 98-105, 121-128, 145-152, 170-177, 192-199 (48 lots).	This block of l at its nea point is dist about 1½ m from the new lano road.

TABLE A.—Leases issued by the crown land commissioners on thirty years' term, at the Olaa settlement, Puna, Hawaii (Section B), etc.—Continued.

Lessee.	Date of lease.	Area of each selector.	Annual rental payable.	Number of lot selected.	Remarks.
		Acres.			
Suzumago, R.....	Aug. 26, 1893	41.55	\$62.00	Lot 218	
Eaton & Adler.....	Nov. 1, 1893	97.89	146.00	Lots 167, 168, sec. A.	
Richardson, A. W..	Nov. 16, 1893	93.24	119.00	Lot 1, sec. E, and lot 2.	
Bashaw & Lunn.....	do	200.84	300.00	Lots 301, 302, 295, 311.	
Campbell & Ward ..	Jan. 1, 1894	354.50	400.00	Lots 13-19, inclusive.	
Kawano et al	Dec. 18, 1893	.50	75.00	Lot 185	
Staples, J. E.....	Dec. 1, 1893	31.68	47.50	Lot 296, sec. B	
Bohnenberg, Mrs. J.	Jan. 10, 1894	.50	100.00	Lot 333	
Reinhardt, J	Feb. 10, 1894	.50	75.00	Lot 70	
Junkin & Distelrath	Mar. 15, 1894	140.76	211.00	Lot 180, sec. B, and lots 178, 179.	

NOTE.—The above statement shows the number of leases in actual operation on Mar. 31, 1894, a total of 85. Total area held under lease, 11,478.97 acres. Annual rental payable of \$14,889.24.

TABLE B.—Crown-land leases on thirty years' term issued under special conditions of residence and improvement.—Homestead reservation at Olaa, Puna, Hawaii.

of re.	Lessee.	Date of lease.	Area to each selector.	Annual rental payable.	No. of lot selected.	Remarks.
			Acres.			
1	Kawai.....	Jan. 1, 1892	10	\$10.00	Lot 3, sec. I.....	
2	Holokai	do	10.45	10.45	Lot 12, sec. I.....	
3	Kahili	do	7.96	7.96	Lot 17, sec. I.....	
4	Eleakala	do	9.37	9.37	Lot 18, sec. I.....	
5	Halawailua	do	11.20	11.20	Lot 19, sec. I.....	
6	Kahololihili	do	11.11	11.11	Lot 20, sec. I.....	
7	Kaoli.....	do	8.64	8.64	Lot 22, sec. I.....	
8	Po	do	10.14	10.14	Lot 23, sec. I.....	
9	Kahaka	do	10.54	10.54	Lot 24, sec. I.....	
10	Kahakalihili	do	10.25	10.25	Lot 25, sec. I.....	
11	Pueke	do	12.02	12.02	Lot 31, sec. I.....	
12	Kalaka	do	12.29	12.29	Lot 32, sec. I.....	
13	Kamuela	do	10	10.00	Lot 33, sec. I.....	
14	Kuikahi.....	do	10	10.00	Lot 34, sec. I.....	
15	Kini.....	do	10.04	10.04	Lot 35, sec. I.....	
16	Kahoomana.....	do	8.50	8.50	Lot 2, sec. II.....	
17	Kalama	do	9.19	9.19	Lot 3, sec. II.....	
18	Moku.....	do	10.17	10.17	Lot 4, sec. II.....	
19	Umuiwi	do	11.62	11.62	Lot 5, sec. II.....	
20	Maoea	do	11.55	11.55	Lot 7, sec. II.....	
21	Puaa	do	10.58	10.58	Lot 8, sec. II.....	
22	Niau.....	do	10.09	10.09	Lot 9, sec. II.....	
23	Keanaha	do	9.99	9.99	Lot 15, sec. II.....	
24	Ioela	do	8.53	8.53	Lot 16, sec. II.....	
25	Punkohola	do	11.24	11.24	Lot 17, sec. II.....	
26	Kaholo.....	do	10.35	10.35	Lot 3, sec. III.....	
27	Kamaki	do	10.27	10.27	Lot 4, sec. III.....	
28	Moke.....	do	9.95	9.95	Lot 5, sec. III.....	
29	Koakulana	do	9.89	9.89	Lot 7, sec. III.....	
30	Kuahine lili	do	9.99	10.00	Lot 9, sec. III.....	
31	Koakulana, J	do	9.99	10.00	Lot 10, sec. III.....	
32	Kaiako lili	do	9.99	10.00	Lot 11, sec. III.....	
33	Maihui	do	9.99	10.00	Lot 12, sec. III.....	
34	Akana.....	do	12.35	12.35	Lot 13, sec. III.....	
35	Kaluna, S	do	8.95	8.95	Lot 8, sec. III.....	
36	Brown, W. C. E ..	July 9, 1892	8.82	8.82	Lot 6, sec. II.....	
37	Kamakaiwa	July 13, 1892	9.99	10.00	Lot 6, sec. III.....	
38	Kaholo, S.....	Aug. 3, 1892	10.04	10.04	Lot 26, sec. I.....	
39	Kahepuu.....	Aug. 6, 1892	9.89	9.89	Lot 14, sec. II.....	
40	Keahilihau.....	do	10	10.00	Lot 20, sec. II.....	
41	Papoko	Aug. 13, 1892	10.51	10.51	Lot 10, sec. II.....	
42	Aimoku	do	10.03	10.03	Lot 11, sec. II.....	
43	Kaehamoku.....	Sept. 1, 1892	9.69	9.69	Lot 29, sec. I.....	
44	Kale.....	Nov. 14, 1892	10	10.00	Lot 19, sec. II.....	
45	Kainoa	do	10	10.00	Lot 26, sec. II.....	
46	Mikoana	Jan. 9, 1893	11.98	11.98	Lot 16, sec. I.....	
47	Kua	Mar. 13, 1893	14	14.00	Lot 40, sec. I.....	

NOTE.—Total number of holdings, 47. Total area held under lease, 482.14 acres, with an annual rental of \$482.19.

TABLE C.—Leases issued by the commissioners of crown lands under special conditions residence and improvement at Waiakolea and Kaimu.

No. of lease.	Lessee.	Date of lease.	Area to each selector.	Annual rental payable.	Number of lot selected.	Remarks
			Acres.			
1	Keahi	Jan. 1, 1902	10.84	\$5.42	Lot 1, sec. I; lot 2, sec. II.	
2	Keohe .....	.....do	10.21	5.15	Lot 2, sec. I; lot 5, sec. II.	
3	Malao .....	.....do	2.69	1.35	Lot 3, sec. I	
4	Kamainui .....	.....do	6.80	5.00	Lot 12, sec. I; lot 4, sec. II.	
5	Levai, J. ....	.....do	9.48	4.74	Lot 4, sec. I; lot 3, sec. II.	
6	Kauwila, J. M. ....	.....do	9.98	4.99	Lot 5, sec. I; lot 2, sec. III.	
7	Pea, J. U. ....	.....do	9.24	4.62	Lot 6, sec. I; lot 1, sec. III.	
8	Ahuai, J. W. ....	.....do	10.00	5.00	Lot 7, sec. I; lot 1, sec. IV.	
9	Kahuluhulu. ....	.....do	9.83	4.91	Lot 8, sec. I; lot 1, sec. II.	
10	Wai'au, S. W. ....	.....do	10.10	5.00	Lot 9, sec. I	
11	Kawaha, M. ....	.....do	9.73	4.86	Lot 10, sec. I	
12	Bila .....	.....do	10.00	5.00	Lot 11, sec. I	
13	Pea, B. K. ....	.....do	10.00	5.00	Lot 2, sec. IV	
14	Ha'aeo .....	.....do	10.00	5.00	Lot 1, sec. I	Waiakolea
15	Kalaukamahale ..	.....do	10.90	5.45	Lot 2, sec. I	Do

NOTE.—Total number of selectors 15, with a total area of 139.80 acres. Annual rental payable \$71.40.

TABLE D.—Leases issued by the crown land commissioners at Puukapu, Waimea, Hanalei, on thirty years' term, under settlement conditions.

No. of lease.	Lessee.	Date of lease.	Area to each selector.	Annual rental payable.	Number of lot selected.	Remarks
			Acres.			
1	Kalino, J.	Sept. 1, 1893	9.86	\$2.50	Lot 1	
2	Kalino, M. K. ....	.....do	10.14	2.50	Lot 3	
3	Kekoa, S. M. ....	.....do	10.41	2.50	Lot 5	
4	Kekoa, N. M. ....	.....do	10.69	2.50	Lot 7	
5	Luiki, C. ....	.....do	20.69	5.00	Lots 9, 10	
6	Pakamia .....	.....do	20.97	5.00	Lots 11, 12	
7	Paakiki, Z. ....	.....do	21.24	5.25	Lots 13, 14	
8	Kahala .....	.....do	21.52	5.25	Lots 15, 16	
9	Kini .....	.....do	21.79	5.25	Lots 17, 18	
10	Punikala .....	.....do	21.68	5.25	Lots 19, 20	
11	Paahao .....	.....do	21.18	5.25	Lots 21, 22	
12	Kauwe 2 .....	.....do	20.68	5.00	Lots 23, 24	
13	Mauna .....	.....do	20.17	5.00	Lots 25, 26	
14	Puna, S. D. ....	.....do	19.67	5.00	Lots 27, 28	
15	Kauwe 1 .....	.....do	19.43	5.00	Lots 29, 30	
16	Betuela .....	.....do	19.44	5.00	Lots 31, 32	
17	Duncan, Mrs. C. ....	.....do	19.45	5.00	Lots 33, 34	
18	Campbell, E. ....	.....do	19.46	5.00	Lots 35, 36	
19	Campbell, W. ....	.....do	19.47	5.00	Lots 37, 38	
20	Campbell, M. ....	.....do	13.28	3.50	Lots 39, 40	
21	Kawai, J. W. ....	.....do	17.41	4.25	Lot 41	
22	Keawekanuha .....	.....do	16.98	4.25	Lot 42	
23	Kaia, J. ....	.....do	16.54	4.25	Lot 43	Transferred to Mrs. Nakaneluapapa
24	Lanakila opio .....	.....do	16.09	4.25	Lot 44	Transferred to Rose Kaopua.
25	Kaukoulā .....	.....do	16.02	4.25	Lot 45	
26	Mahuka, S. H. ....	.....do	16.83	4.25	Lot 46	
27	Akona, H. ....	.....do	16.46	4.25	Lot 47	
28	Kaanaana .....	.....do	16.52	4.25	Lot 48	
29	Kahoochanohano .....	.....do	16.81	4.25	Lot 49	
30	Bell, W. ....	.....do	17.13	4.25	Lot 50	
31	Bell, G., jr. ....	.....do	14.85	4.00	Lot 51	
32	Bell, G. ....	.....do	10.24	2.50	Lot 52	
33	Lyons, Miss. ....	.....do	8.69	2.50	Lot 53	
34	Hana Ahana .....	.....do	13.69	3.50	Lots 54, 55	
35	Kekoa, J. W. ....	.....do	11.43	2.75	Lot 56	
36	Pai, K. ....	.....do	14.43	3.75	Lot 57	
37	Mahuka, S. S. ....	.....do	14.71	3.75	Lot 58	
38	Bright, J. ....	.....do	16.59	4.25	Lot 59	
39	Kahanu, J. B. ....	.....do	18.08	4.50	Lot 60	

BLE D.—Leases issued by the crown land commissioners at Puukapu, Waimea, Hawaii, on thirty years' term, under settlement conditions—Continued.

of sec.	Lessee.	Date of lease.	Area to each select- or.	Annual rental pay- able.	Number of lot se- lected.	Remarks.
			Acres.			
40	Spencer, R.....	Sept. 1, 1893	17.71	\$4.50	Lot 61	
41	Kaumelelan.....	.....do	15.42	4.00	Lot 62	
42	Kahoaka 2 .....	.....do	11.50	3.00	Lot 63	
43	Kahoaka 1 .....	.....do	12.68	3.25	Lot 64	
44	Vredenberg, Nora .....	.....do	11.80	3.65	Lot 65	
45	Naiheauhau, Mrs.....	.....do	12.58	3.25	Lot 66	
46	Haau .....	.....do	15.67	4.75	Lot 67	
47	Wahamana, J .....	.....do	16.23	4.25	Lot 69	
48	Kaima .....	.....do	21.81	5.50	Lot 70	
49	Kaluah.....	.....do	17.40	4.50	Lot 71	
50	Moeino.....	.....do	10.75	3.25	Lot 72	
51	Pa, J. W .....	.....do	11.80	3.00	Lots 73, 74	
52	Stevens, J .....	.....do	9.18	2.25	Lot 75	
53	Stevens, R .....	.....do	15.59	4.00	Lot 76	
54	Paukeaho, W .....	.....do	14.42	3.75	Lot 77	
55	Nahulu.....	.....do	19.09	5.00	Lot 78	
56	Kapewa .....	.....do	8.02	2.00	Lot 80	
57	Kaemoku .....	.....do	16.50	4.25	Lot 81	
58	Vredenberg, Mary.....	Jan. 24, 1894	11.38	3.00	Lot 82	
59	Vredenberg, W. L	Jan. 1, 1894	15	3.75	Lot 83	

NOTE.—Total area occupied is 933.75 acres. Total number of selectors is 59.

TABLE E.
ISLAND OF HAWAII.

District.	Name of tract.	Area.	No. of lease.	Lease ex- pires.	Annual rental.	Esti- mated value.	Remarks.
		Acres.					
Kona	Puuwaawaa	40,000	186	Aug., 1918	\$1,210	\$15,000	Good grazing; Makai portion extremely rocky; area approximate.
	Haleohiu	1,000	.....	.....	.....	1,500	Rocky; portions suitable for coffee.
	Walaha II	200	.....	.....	.....	1,000	Rocky; good coffee land.
	Puaa	859	.....	.....	.....	1,000	Rocky; small portion suitable for coffee.
	Onouli.....	367	.....	.....	.....	500	Dense forest.
Kau	Honomalino.....	6,000	132	Jan., 1904	405	15,000	Coffee, grazing, and woodland; large portion suitable for coffee.
	Kapapala.....	172,780	106	July, 1907	1,200	85,000	Grazing.
	Walohinu	15,210	151	Apr., 1914	600	35,000	About 150 acres cane; has valuable water springs.
Puna	Olaa	54,280	.....	.....	.....	200,000	About 30,000 acres of good coffee land.
	Apua	9,420	40	Feb., 1902	30	5,000	Dry grazing; wood, etc.
	Kehena.....	1,000	.....	.....	.....	1,000	Dry grazing; Kauaula was given in exchange for this land.
	Waiakolea.....	813	.....	.....	.....	800	Dry grazing; fish pond.
	Kaimu	5,000	.....	.....	.....	5,000	Dry grazing; large portion suitable for coffee.
Hilo	Walakea.....	95,000	124	June, 1918	2,000	200,000	3,000 acres cane land, with considerable coffee land; has valuable fishing rights.
	Ponahawai	2,946	.....	.....	475	8,000	Woodland; a few small pieces in Hilo town; good coffee land at edge of woods.
	Pihonua	57,236	.....	.....	2,900	95,000	Grazing, forest, etc.; several valuable lots in Hilo town; about 300 acres cane land.
	Humuula.....	101,000	75	Apr., 1908 ..	1,000	75,000	High table land, and especially adapted for sheep raising; between 400 and 500 acres cane land near the lower end.

TABLE E—Continued.

ISLAND OF HAWAII—Continued.

District.	Name of tract.	Area.	No. of lease.	Lease expires.	Annual rental.	Estimated value.	Remarks.
		<i>Acres.</i>					
Hilo	Hakalau iki	577	56	Oct., 1908 ..	500	\$15,000	Nearly all cane land.
	Manowalopae	180	180	Apr., 1908 ..	180	3,500	About 100 acres land.
Hamakua ..	Kalopa	6,600	101	July, 1913 ..	1,083	55,000	Between 400 to 500 acres cane land; remainder fine grazing land; 600 to 800 acres land; cane land to Crown commissioners October, 1909.
	Honokala	5,186	55	.....do	305	50,000	Sold by Kamehameha IV.
	Lalakea						In Waipio valley land.
Kohala	Kaohia	12	107	July, 1912 ..	75	5,000	Do.
	Pohakumaululu ..	26					About 40 acres in valley; remainder above.
	Muliwai	5,000					Deep valley; formerly leased \$800 per annum.
	Waimanu	5,000				5,000	Deep valley; 100 acres rice land.
	Pololu	1,343	80	July, 1904 ..	600	5,000	Sold to J. Wight by Kamehameha IV.
	Aamakao						Sold to E. Bond by Kamehameha IV.
	Iole						About 150 acres land; good grazing.
	Kaauhuhu	1,737	43	May, 1897	250	10,000	Dry grazing.
	Kawaihae	13,000	D.	July, 1913	1,050	25,000	(Grazing; Makai part very rocky.
	Waimea	41,600	113		1,285	75,000	Homesteads; nearly good grazing area included in tract of Waimea.
	Puukapu				1,527		

Total area crown lands on Hawaii, 642,852 acres.

ISLAND OF MAUI.

Lahaina ...	Mala	2,807	160	Apr., 1913	\$700	\$10,000	Equivalent to Waikiki.
	Alamihiki	9					Includes fish pond.
	Kuhoolilea						Probably none remaining.
	Kahua, 1 and 2...	3	96	Jan., 1896	713	5,000	Lease No. 96 covers Waianae, Kahua, Ilihuehu, Waianae and Polapola; also to land in Honokawai.
	Lapakea		1340	Jan., 1904	134		0.25 in Lahaina town; lease No. 134 covers Alamihiki, Lapakea, Ilikahi, and Mokuia.
	Ilikahi						A few small pieces of acre.
	Opaeha						Probably none remaining.
	Polapola						In Lahaina town of acre.
	Waianae						2.35.
	Waianae 1 and 2...	40					Includes Mokuia pond.
	Puehuehu 1 and 2.	28					Given in exchange for Kehena Puna.
	Kauaula						300 acres cane land.
Olowalu ...	Olowalu	6,000	51	July, 1908	700	20,000	About 75 acres cane land; remainder dry grazing.
	Ukumehame	11,040	177	Nov., 1907	250	15,000	Ili of Ukumehame.
Kula	Aweoweo						All below road and grazing; about 100 acres above, fine corn and potato land.
	Keokea	5,332	168	Nov., 1911	1,500	60,000	
	Waiohuli	11,734					Grazing.
	Kealahou 1 and 2.	217	115	Jan., 1908	100	2,500	

TABLE E—Continued.

ISLAND OF MAUI—Continued

Tract	Name of tract.	Area.	No. of lease.	Lease expires.	Annual rental.	Estimated value.	Remarks.
		<i>Acres.</i>					
Waiohinu	Waiohinu	310	61	Jan., 1900	200	\$5,000	125 acres cane land.
Wailua	Wailua	300	135	Jan., 1904	60	3,500	Valuable for the water supply.
Wailua 1 and 2	Wailua 1 and 2 ...	3,000	81	July, 1894	300	8,000	100 acres rice; principally mountain land.
Keanae	Keanae	11,148	82	.....do	300	10,000	Taro land, about 100 acres; principally mountain land.
Honomanu	Honomanu	3,260	52	July, 1908	500	15,000	Deep valley; valuable for its water rights.
Wailuku	Wailuku						Transferred to C. Spreckels, grant 3343.
Polipoli	Polipoli	70	134	Jan., 1904	100	3,000	Cane land, at Waihee.
Kahakuloa	Kahakuloa	10,523	83	Jan., 1896	300	10,000	Dry grazing.
Waiokila	Waiokila		15	July, 1913	100	2,000	Area included in Kahakuloa.
Napili	Napili	300	145	Jan., 1904	275	1,500	
Polua	Polua						Grazing; taro land.
Honokawai	Honokawai	4,000	159	Apr., 1912	750	10,000	
Ahoa	Ahoa						

Total area crown lands on Maui, 69,121 acres.

ISLAND OF MOLOKAI.

Ualapue	Ualapue	709				\$5,000	Good grazing with valuable fish pond; formerly leased for \$360 per annum.
Kalamaula	Kalamaula	6,747					Dry grazing.
Palaau	Palaau	11,258	117	Jan., 1918	\$1,200	20,000	Do.
Kapaakea	Kapaakea	2,178					

Total area of crown lands on Molokai is 20,892 acres.

ISLAND OF LANAI.

Kalulu	Kalulu						Transferred to Hawaiian government.
Kamoku	Kamoku	8,291	167	Jan., 1916	\$500	\$17,000	Grazing land.
Paomai	Paomai	9,078					

Total area crown lands on Lanai is 17,369 acres.

ISLAND OF OAHU.

Kahaiki	Kahaiki	1,844	126	Jan., 1913	\$800	\$20,000	Grazing, banana, etc.
Kamookahi (†)	Kamookahi (†)		150		50	400	1.88 acres; taro, banana; Kaulahea tenant at will.
Kaukahoku (†)	Kaukahoku (†)		184		175	750	3.44 acres in 6 small pieces.
Kuwiliwili	Kuwiliwili		120		275	1,000	Rice land and fish pond.
Nauwala (†)	Nauwala (†)						Uncertain.
Paepaealili (†)	Paepaealili (†)						Sold to W. Buckle.
Kumupali	Kumupali						Probably none remaining.
Kawaiiki	Kawaiiki				100	1,500	6.4 acres; taro land; government tenant at will.
Hauhankoi	Hauhankoi						Uncertain.
Kahookane	Kahookane				40	1,000	1.14 acres; mauka of reservoir; Nuuanu.
Luakaha	Luakaha	2,220	41	Apr., 1907	300	45,000	Upper Nuuanu Valley.
Kawananakoa (†)	Kawananakoa (†)					10,000	About 4 acres; mausoleum premises.
Kukanaka	Kukanaka						Uncertain.
Kapalaoa	Kapalaoa	10	{ 127 172 }	Apr., 1906	475	1,700	Pauoa Valley, taro land.
Kahehuna	Kahehuna						Uncertain.
Auwalolimu	Auwalolimu	500	{ 71 170 }	Aug., 1912	250	60,000	Valuable building lots west slope Punchbowl Hill.

TABLE E—Continued.

ISLAND OF OAHU—Continued.

District.	Name of tract.	Area.	No. of lease.	Lease expires.	Annual rental.	Estimated value.	Remarks.
		<i>Acres.</i>					
Waikiki ...	Pawaa.....						Lot III; uncertain
	Pukele	198	136	Jan., 1904	\$585	\$5,000	{ Grazing in 2 w. u. Palolo Valley
	Waiomao.....	748					
	Kahaumakaawe (†).....		108a	Sept., 1897	100	500	{ Grazing, Palolo Va. Taro land.
	Halelena.....						Remnant, Manoa Val
	Puahia.....	32	70	July, 1912	220	4,000	Taro land, Manoa V
	Piliamoo.....	14					
	Hamama.....	2					
	Mookahi 1 and 2..	5					
	Kaloiki.....						2 sections rice land
	Kaalawai.....						Not determined
	Kaluolohe.....						Uncertain.
	Polohe (†).....						Do.
	Kahalauhahine..						One-half acre, Ma
	Kaneloa.....	171	{ 74 157 }	Sept., 1919	330	80,000	Valley. Uncertain.
Koolaupo- ko.	Wailupe (†).....	41	109	Nov., 1902	200	1,600	Most of this land in K
	Kuliouou.....	518	173	July, 1911	100	4,000	iolani Park, part
	Waimanalo.....	6,500	165	Nov., 1920	1,500	75,000	rice land; part very valuable
Kailua	Kawailoa.....	525	114	Feb., 1903	400	5,000	Crown has fish p: 2
Kaneohe ..	Kaluapuhi						Dry grazing.
	Waikalua.....	1,486			1,987	16,000	About 1,200 acres
	Halekou.....						land; good grazing
	Kanohouluwi ..						Good grazing; incl
	Keahala.....	379	183	May, 1913	300	5,000	small island.
	Kahalekaula ..						{ Rice; grazing and
	Kuou.....						ponds; in 14 sect.
	Kahaluu.....						covered by sun
	Maluaka.....						leases.
	Makawai.....	1,261			780	10,000	Cane land.
	Hopekea.....						Sold to Parker.
Koolauloa..	Kualoa 1 and 2..						Sold.
	Hauula.....	1,576	9	June, 1904	200	3,500	Sold to Judd.
	Kahuku.....						Grazing land.
	Kawela.....						Sold.
	Walalee.....	783	3	Sept., 1901	175	3,000	Do.
	Paumalu.....	2,010	5	Feb., 1902	150	5,000	Grazing and taro lan
	Pupukea.....	2,353	6	Feb., 1902	150	5,000	Do.
Waianae ..	Walanae-kai.....	6,143	60	July, 1909	1,200	75,000	Do.
	Walanae-uka.....	14,678	68	Jan., 1912	500		{ 500 acres cane land; c
	Keau.....	2,431	110	Nov., 1902	400		fee: good grazing la
	Lualualei.....	14,772	2	Aug., 1901	700	45,000	Grazing; portion g
Ewa.....	Nanakuli.....	3,431	69	Feb., 1912	570	10,000	coffee land.
	Ohua Waikaka- laua.	490					500 acres cane; rema
	Papaa.....						der superior gran
	Pouhala (†).....	810					land.
	Weloka.....	21	130	Jan., 1918	100	3,000	Fine grazing land.
	Honokawailani ..	11	128	Jan., 1909		1,500	Grazing; included
	Kauhīhau.....				75		lease 68 to Dowe
	Aiea.....	1,175	66	Jan., 1912	250	8,000	Sold to Hunt.
	Puukahua.....	5					Grazing; portion cov
	Hoaeae.....						ed in lease to Dowe
							fish pond.
							Fish pond.
							Kula and rice land
							Grazing; taro.
							Grazing and taro
							Kula; included in le
							130.
							None remaining.

Total area Crown lands on Oahu is approximately 66,593 acres.

TABLE E—Continued.

ISLAND OF KAUAI.

District.	Name of tract.	Area.	No. of lease.	Lease expires.	Annual rental.	Estimated value.	Remarks.
Maunaloa	Kalaheo.....	Acres, 4,045	13	Feb., 1909	\$330	\$15,000	Mostly grazing and woodland; valuable fish pond.
	Hanapepe.....	8,000	53	Dec., 1917	1,000	50,000	Good grazing with valuable water rights.
	Waimea.....	92,462	112	Dec., 1917	1,400	.....	Cane, grazing, etc.; the rental includes \$100 for water, taken from the Waimea River for irrigation purposes.
Waimea	Kekaha.....	.....	415	Jan., 1920	4,000	175,000	Good cane land; about 1,500 acres; area included in that of Waimea; has valuable water rights.
	Pokii.....						
	Waiawa.....						
	Mokihana.....						
	Milolii.....						
	Nuololo.....						
Kalaheo	Mana.....	16,400	.....	1906	1,179	45,000	About 800 acres cane land; valuable fishery; good grazing.
	Hanalei.....						
Koolau	Anahola.....	6,237	44	.....	.....	.....	500 acres cane land and 100 acres rice; about 40 acres rice land under lease for \$250 per an. (See lease No. 178.)
Puna	Kapaa.....	7,237	.....	May, 1907	600	121,000	1,200 acres cane land; 200 acres rice land available.
Waimea	Wailua-uka.....	{17,455 2,800	{108 171	{Oct., 1917 July, 1921	{1,200 800	{175,000	{650 cane land; has valuable water rights; several hundred acres cane land in the upper portion might be made available; at Wailua-kai there are several acres of rice land; good grazing.

NOTE.—Total area crown lands on Kauai, 154,636 acres.
The total area of the crown lands at this date is, approximately, 971,463 acres, distributed by islands as follows: Hawaii, 642,852; Maui, 69,121; Molokai, 20,892; Lanai, 17,369; Oahu, 66,593, and Kauai, 154,636 acres.

TABLE F.—Rent roll.

Present lessee.	Name of land.	Locality.	No. of lease.	Date of lease.	Term of years.	Annual rental.	Remarks.
Dowsett, J. I.....	Lualualei.....	Waianae..	2	Aug. 1, 1851	50	\$700 00	Fish pond and taro land.
Oahu R. & L. Co....	Waialea.....	Koolauloa	3	Sept. 1, 1851	50	150.00	
Puuloa S. S. Co....	Waimea.....	N. Kohala	4	Jan. 1, 1852	50	169.75	
Oahu R. & L. Co....	Paumalu.....	Koolauloa	5	Feb. 27, 1852	50	150.00	
Do.....	Pupukea.....	.....do....	6	.....do.....	50	150.00
Do.....	Waialea.....	.....do....	7	July 1, 1852	50	25.00
Parker, estate J. P..	Momouloa.....	Waimea..	8	Nov. 15, 1853	50	64.00	
Lane, W. C.....	Hauula.....	Koolauloa	9	June 1, 1854	50	200.00	Tenant at will.
Kellett, D. P.....	Lot at Hanalei...	Kauai....	10	July 24, 1854	50	29.00	
McBryde, estate D..	Kalaheo.....	.....do....	13	Feb. 15, 1859	50	330.00
Waihee Plant. Co..	Kukuipuka.....	Waihee...	15	July 1, 1863	50	100.00	
Maigret, L.....	Lot at Kaimu....	Puna.....	18	Aug. 8, 1866	30	1.00	
Minister interior..	Lot at Waimea...	Hawaii...	19	Nov. 6, 1868	30	1.00	
Lyman, F. S.....	Lot at Piipihonua..	.....do....	24	Sept. 15, 1873	20	50.00
Do.....	.....do.....	Hilo.....	30	Jan. 1, 1875	20	100.00
Waihee Plant. Co..	Kahakuloa.....	Maui.....	33	Jan. 1, 1876	20	300.00	
Trustees Anglican Church.	Lot at Waiohinu..	Kau.....	35	Mar. 11, 1876	25	1.00	
Parker, Estate, J. P.	Puukapu.....	Waimea..	39	Jan. 1, 1877	26	1,334.00	Extended to July 1, 1913.
Shipman, O. P.....	Apua.....	Puna.....	40	Feb. 26, 1877	25	30.00	
Minister Interior..	Luakaha.....	Nuuanu..	41	Apr. 1, 1877	30	300.00	
Holmes, W. H.....	Lot at Piipihonua..	Hilo.....	42	May 1, 1877	25	105.00	
Jackson, H. B.....	Kaauhuhu.....	Kohala...	43	.....do.....	20	250.00
Makee Sugar Co....	Kapaa & Anahola.	Kauai....	44	.....do.....	30	600.00

TABLE F.—*Rent roll*—Continued.

Present lessee.	Name of land.	Locality.	No. of lease.	Date of lease.	Term of years.	Annual rental.	Remarks.
Parker, S.....	Waimea.....	Hawaii...	50	July 1, 1878	24	\$793.00	Extended July 1, 1891.
Olowalu Plan. Co..	Olowalu & Uku-mehame.	Lahaina..	51	.....do.....	20	700.00	With privilege of 10-year extension per annum.
Spreckels, C.....	Honomanu.....	Koolau...	52	.....do.....	30	500.00	
Gay & Robinson...	Hanapepe.....	Kauai....	53	Dec. 27, 1887	30	1,000.00	
Parker, J. P.....	Honokala.....	Hamakua..	55	Oct. 1, 1878	20	305.00	Extended July 1, 1891. All of cane land vert to crown, but about 1 acres.
Spreckels, C.....	Hakalan.....	Hilo.....	56	Oct. 15, 1878	30	500.00	
Widemann, H. A..	Waianae-kai.....	Oahu.....	60	Jan. 1, 1879	30	1,200.00	
Reciprocity S. Co..	Waiohonu.....	Hana.....	61	Jan. 15, 1880	20	200.00	
Dowsett, J. I.....	Aiea.....	Ewa.....	66	Jan. 1, 1882	30	250.00	
Do.....	Pouhala and Waianae-uka.	.....	68	Jan. 14, 1882	30	500.00	
Do.....	Nanakuli.....	Wainae...	69	Feb. 28, 1882	30	570.00	
Poomaikelani.....	Pukele, Piliānoo, etc.	Manoa....	70	July 1, 1882	30	220.00	
Kapiolani.....	Auwaiolimu.....	Kona, Oahu.	71	Aug. 15, 1882	30	100.00	
Liliuokalani.....	Kaneloa.....	Waikiki..	74	Feb. 1, 1883	20	30.00	
Humuula S. S. Co.	Humuula.....	Hilo.....	75	Apr. 1, 1876	25	1,000.00	
Mendonca, J. P....	Kaneohe.....	Koolau-poko.	78	Oct. 15, 1883	30	200.00	
Asang, G.....	Pololu.....	Kohala...	80	July 1, 1884	20	600.00	
Napihaa, et al....	Wailua 1 and 2...	Maui.....	81	.....do.....	10	300.00	
Do.....	Keanae.....	.....do....	82	.....do.....	10	300.00	
Minister Interior..	Piihonua, lot at..	Hilo.....	83	Aug. 1, 1884	20	600.00	Post-office.
Ward, Mrs. V.....	.....do.....	.....do....	84	July 1, 1885	20	200.00	
Porter, H.....	.....do.....	.....do....	85	.....do.....	20	400.00	
Wilhelm, Mrs. G...	Piihonua, lot at..	Hilo.....	87	.....do.....	20	200.00	
Austin, H. C.....	Ponahawai.....	.....do....	90	Apr. 1, 1885	20	90.00	
Spreckels & Bros., J. D.	.....do.....	.....do....	91	June 1, 1885	20	70.00	
Lyman, F. S.....	Piihonua.....	.....do....	94	July 1, 1885	20	65.00	
Lyman, F. S.....	Piihonua, lot at..	Lahaina..	95	.....do.....	20	25.00	
Pioneer Mill.....	Kahua, Wainee, etc.	.....do....	96	Jan. 1, 1886	10	713.00	
Princeville Plantation.	Puupehu.....	Hanalei..	97	.....do.....	20	300.00	
Severance, L.....	Piihonua, lot at..	Hilo.....	100	.....do.....	27	150.00	
Parker, S.....	Kalopa.....	Hamakua..	101	.....do.....	30	1,033.00	Lease to ex- July 1, 1891 agreement.
Baker, J. T.....	Piihonua.....	Hilo.....	103	Mar. 21, 1887	20	300.00	Extended years for March 21, 1891.
Chin Wo Co.....	Kuwiliwili.....	Kapalama	105	July 1, 1887	10	275.00	Extended years for Jan. 1, 1891.
Hawaiian Agr. Co.	Kapapala.....	Kau.....	106	.....do.....	20	1,200.00	
Kaili, Mrs. S.....	Waipio, lands at..	Hamakua..	107	July 15, 1887	25	75.00	
Tin Lee.....	Kahaumakaawe..	Manoa....	108	Sept. 1, 1887	10	100.00	
Lihue Plantation Co.	Wailua-uka.....	Kauai....	108	Oct. 1, 1887	30	1,200.00	
Pau Chew.....	Wailupe.....	Waialae..	109	Nov. 1, 1887	15	200.00	Fish pond.
McCandless, L. L..	Keaau.....	Waianae..	110	.....do.....	15	400.00	
Gay & Robinson...	Waimea.....	Kauai....	112	Dec. 27, 1887	30	1,300.00	
Parker, J. P. & S...	Kawaihae.....	S. Kohala..	113	Jan. 1, 1888	20	1,050.00	Extended July 1, 1891.
Boyd, J. H.....	Kawa loa.....	Kailua...	114	Feb. 1, 1888	15	400.00	
Joseph, P.....	Kealahou 1 and 2.	Kula.....	115	Jan. 1, 1888	20	100.00	
Trustees Bishop estate.	Kapaakea, etc....	Molokai..	117	.....do.....	30	1,200.00	
Brown, J. H.....	Leleo, lot at.....	Honolulu..	120	Sept. 15, 1888	15	75.00	
Parker, H. H.....	Kanohouluwi.....	Kaneohe..	121	Jan. 1, 1888	10	100.00	
Baker, J. T.....	Ponahawai, lot at.	Hilo.....	123	June 1, 1888	20	25.00	
Waiakea Mill Co..	Waiakea.....	.....do....	124	.....do.....	30	2,000.00	Sea fishery & fish pond; vert to crown October 1, 1891.
Puuloa S. S. Co.....	Waimea, part of..	Kohala...	125	.....do.....	20	258.00	
Dowsett, J. I.....	Kahauiki.....	Kalihi....	126	July 1, 1888	25	800.00	

TABLE F.—Rent roll—Continued.

Present lessee.	Name of land.	Locality.	No. of lease.	Date of lease.	Term of years.	Annual rental.	Remarks.
mini et al	Kapaloa	Pauoa	127	July, 1888	15	\$200.00	Fish pond.
Chong	Kauhihau, etc	Ewa	128	Jan., 1889	20	75.00	
ahi, J	Piihonua, lot at	Hilo	129	July, 1888	17	50.00	
ica, C. P	Weloka	Ewa	130	.....do	30	100.00
sarrat, J. M	Honomalino	Kona	132	Jan., 1889	15	405.00	
J	Ponahawai	Hilo	133	.....do	15	100.00
ber S. Co	Polipoli	Waihee	134 ^a	.....do	15	100.00
ber Mill	Alamihī, etc	Lahaina	134 ^b	.....do	15	134.00
proximity S. Co	Wailua	Hana	135	.....do	15	60.00
okalani	Waiomao and Pu- kele.	Palolo	136	.....do	15	585.00
umins, J. A	Mokumanu	Koolau- poko.	138do	15	30.00	Park premises
donca, J. P	Kaluapuhi .....	.....do	139	.....do	15	60.00
a, L	Waikalua .....	.....do	140	.....do	15	172.00
donca, J. P	Kaalau .....	.....do	141	.....do	15	110.00
o, L	Waikalua loko .....	.....do	142	.....do	15	5.00
Aseu	Kanohouluwi .....	.....do	143	.....do	15	50.00
kard, W. H	Kaluapuhi .....	.....do	144	.....do	15	760.00
dwin, H. P	Napili	Kaanapali	145	.....do	15	275.00
ester interior	Ponahawai, lot at	Hilo	146	.....do	15	6.00
ter, J. T	do .....	.....do	147	.....do	15	60.00
.....	do .....	.....do	148	.....do	15	15.00
naole	do .....	.....do	149	.....do	15	80.00
lahea, O	Kamookahi	Kapalama	150	.....do	5	50.00
chinson, S. P., n	Waiohinu	Kau	151	April, 1889	25	600.00	
ndenbergl, F	Hanalei	Kauai	153	Feb. 1, 1889	15	750.00	
nceville P. Co	Land at Hanalei .....	.....do	154	July 1, 1889	16 ¹	100.00
nan, F. S	Ponahawai, lot at	Hilo	155	Jan. 1, 1889	15	29.00	
rence, W. H	Piihonua, lot at .....	.....do	156	Sept. 1, 1889	15	150.00
iolani Park A	Kaneloa	Waikiki	157	.....do	30	300.00
ber Mill	Honokawai	Kaanapali	159	Apr. 1, 1890	22	750.00	
uer Mill	Wahikuli	Kaanapali	160	.....do	23	700.00
nsen, V	Kekaha, Mana, etc	Waimea	164	June 1, 1890	30	4,000.00	
hmanalo S. Co	Waimanalo	Koolau- poko.	165	Nov. 22, 1890	30	1,500.00	
o Sugar Co	Waiuu	Hilo	166	Dec. 1, 1890	25	500.00	
golden, F. H	Kamoku and Pao- mai.	Lanai	167	Jan. 1, 1891	25	500.00	
rnwell, W. H	Waiohuli, Keokea	Kula	168	Nov. 1, 1891	20	1,500.00	
do, L	Kanohouluwi	Kaneohe	169	Jan. 1, 1891	15	500.00	
own, Mrs. J. H	Auwaiolimu	Honolulu	170	Mar. 25, 1891	15	100.00	
demann, E	Wailua-kai	Kauai	171	July 1, 1891	30	800.00	
ong Ak In	Kapaloa	Pauoa	172	Apr. 1, 1891	15	200.00	
hman, E	Kulionou	Maunaloa	173	Sept. 16, 1891	20	100.00	
rnwell, W. H	Ukumehame	Mauī	177	Mar. 1, 1892	15	250.00	
hang Wai	Anahoola	Kauai	178	Mar. 1, 1893	10	250.00	
u Sing Wai	Waiahole	Koolau- poko.	179	Dec. 28, 1893	10	280.00	
upahoe S. Co	Manowalopae	Laupahoe- hoe.	180	Apr. 1, 1893	15	180.00	For a reservoir.
Fon	Hopekea	Koolau- poko.	181	Mar. 28, 1893	15	300.00	
okaa S. Co	Lot at Honokaia	Hamakua	182	Apr. 1, 1893	20	1.00	
ia Agricul. Co	Kealahala	Heela	183	May 1, 1893	20	300.00	
wlins, Mrs. M. S	Lot at Leleo	Honolulu	184	July 1, 1893	30	100.00	Within 5 years to erect a brick build- ing, \$3,000; site.
oi Quai	Kapaloa	Pauoa	185	July 1, 1883	10	75.00	Tenant at will.
ad & Low	Puuwaawaa	Kona	186	Aug. 15, 1893	25	1,210.00	
ister interior	Kawaiiki	Kapalama .....	.....	.....	.....	100.00
konui	Auwaiolimu, lot at	Honolulu .....	.....	.....	.....	30.00
waihoa	do	do .....	.....	.....	.....	20.00
wan	Makawai	Waiahole	200.00	Do.
imea S. M. Co	Aug. 1, 1893	100.00	Privilege to take water from Waimea River.
Total amount rental pay- able.	49,268.75	

The foregoing statement shows all existing leases issued by the commissioners under the ordinary usual form of crown land lease, and from which the present revenue is derived. During the past year four leases have expired with an annual rental of \$315, while five new leases have been issued aggregating a total rental per annum of \$2,040, or an increase of \$1,725.

TABLE G.—Crown lands not under lease.

Locality.	Name.	Area.	Remarks.
HAWAII.			
Kona district.....	Haleohi.....	Acres. 1,000	Area approximate. Do.
	Waiaha II.....	200	
	Puaa.....	859	This area does not include tr. acres now under lease.
	Onouli.....	367	
Puna district.....	Olaa.....	32,000	Area approximate. Do.
	Waiakolea.....	290	
Hamakua.....	Kaimu.....	4,800	Do.
Molokai.....	Waimanu.....	5,000	
	Ualapue.....	709	
OAHU.			
Ewa.....	Pouhala.....	40	Not including fish pond.
Koolau.....	Makawai.....	1,000	Area approximate.
	Hopekea.....		

NOTE.—The total area unleased at this date is 46,265 acres, of which about 20,000 acres is good land.

EXHIBIT 5.

This indenture made this _____ day of _____ 189— by and between the commissioners of crown lands, of the Hawaiian Islands, lessors, and _____ of _____ island of _____ lessee—, witnesseth:

That the lessors do hereby demise and lease unto the lessee—all the _____ piece— or parcel— of land situate at _____ district of _____, island of _____, lot No. _____, section _____, containing _____ acres, as per survey of the said land on file in the office of the lessors in Honolulu, dated _____.

To have and to hold the said demised premises with the appurtenances unto the said lessee— and _____ executors, administrators, and assigns for the term of _____ years, beginning with the _____ day of _____, A. D. 189—.

Yielding and paying therefor rent as follows: For the first three years of the term hereof no rent shall be paid, and thereafter, commencing with the fourth year of term hereof, the rent shall be at the rate of \$_____ per annum, payable semiannually in advance.

And the lessors for themselves and their successors in office do hereby covenant with the said lessee— and _____ representatives and assigns that so long as the lessee— or those claiming under _____ shall well and truly do and observe all the covenants and agreements herein agreed to be kept or performed by the lessee— and _____ representatives or assigns the lessee— and _____ representatives and assigns shall during the term of this lease peaceably hold and enjoy the said demised premises.

And the lessee—, for _____ and _____ respective executors, administrators, and assigns, do hereby jointly and severally covenant and agree with the lessors and their successors in office as follows, viz:

1. That the lessee—, or _____ executors, administrators, or assigns, will pay the rent hereinbefore reserved in manner therein stated; and also all taxes and assessments which during the term of this lease may be levied upon the demised premises, without making any charge therefor to the lessors.

2. That they will not assign this lease or the premises hereby demised, or sell the whole or any part thereof, or sell or assign any improvement in part or in whole which may be during the term of this lease placed upon the demised premises, without the consent in writing of the lessors.

3. That they will not suffer or make any strip or waste or any unlawful or offensive use of the demised premises or the improvements that may be placed thereon. The clearing of land, other than that hereinbelow prohibited, for purposes of cultivation shall not be deemed waste.

4. That they will within one year from the date of this lease clear and plant not less than 2 per cent of said land; within two years from such date, clear and plant not less than 3 per cent of said land; and within three years of such date, clear and plant not less than 5 per cent of said land, with coffee or fruit trees, and during such time and thereafter during the term of this lease, will properly, and in good and husbandlike manner, care for and cultivate the same.

5. That within three years from date hereof they will erect buildings and fences

the said leased premises of the value of not less than ——— dollars, and during the term of this lease maintain them in good repair.

That they will not cut any trees or destroy any shrub or natural undergrowth on the said premises within 250 feet of the government Volcano road, except such as may be necessary to cut to make a roadway from the said government road to the rear of said premises; and that they will not cut any trees upon any other portion of the said premises, except for building or fencing purposes to be used only on the said premises, and except clearings as may be made for purposes of cultivation.

That they will allow the lessors, or those representing them, at all seasonable times to enter and examine the demised premises and see whether or not the covenants and conditions of this lease have been and are properly carried out, and will at the end of the term herein mentioned, or other sooner termination thereof, peacefully and quietly surrender the leased premises and all improvements thereon to the lessors or their successors.

Provided, however, and these presents are upon this express condition, that if the lessors, or those claiming under ———, shall at any time fail to do or observe any of the covenants herein contained, the lessors or their successors may then or at any time thereafter enter upon and take possession of the leased premises and cancel this lease without any process or law and remove the lessee—, and those claiming under ——— and their effects from the demised premises, and any such action on the part of the lessors or their successors shall absolutely terminate this lease and all right of the lessee— and those claiming under ——— in and to the demised premises, whether by law or equity, and revest the said demised premises in the lessors or their successors as of their estate prior to the execution of these presents.

And the lessors shall not, by reason of any such action as hereinabove set forth, be deemed to have waived any right of action against the lessee— or those claiming under ——— for any breach of any covenant herein contained or otherwise.

In witness whereof the said parties have hereunto and to another instrument of the same date and even tenor set their hands and seals the day and year first above written.

_____	_____	[SEAL.]
_____	_____	[SEAL.]
_____	_____	[SEAL.]
_____	_____	[SEAL.]

Executed in presence of—

Exhibits filed by Samuel Parker and his associates in the matter of the ditch controversy.]

EXHIBIT 1.

[1st draft.]

PRELIMINARY MEMORANDUM OF AGREEMENT.

Whereas two applications for a license to build a ditch in Kohala, which are now pending before the government of the Territory of Hawaii, have been made by the names of J. W. Jones, trustee, and Samuel Parker, respectively;

Whereas it has been agreed between said Samuel Parker and J. W. Jones, trustee, and those interested with them, respectively, to consolidate their interests:

Now, therefore, it is agreed by the parties hereto that such interests shall be consolidated on the following basis, to wit: J. W. Jones, trustee, and those interested with him shall have fifty-one (51) per cent of the promotion stock, and shall furnish all necessary plans, surveys, and preliminary work to put the plan in proper shape necessary for presentation to capitalists, and shall have the option of raising a majority of the capital required.

Samuel Parker and those interested with him shall furnish the option of Elizabeth F. Booth and Charles W. Booth, to be accepted and paid for by the corporation when formed, and all rights in lands or leases owned or controlled by said Samuel Parker which shall be necessary to the prosecution of the work contemplated, receiving therefor forty-nine (49) per cent of the promotion stock.

The majority stock thus owned by J. W. Jones, trustee, and those interested with him, shall carry the control of the expenditure of all further moneys necessary to promotion work up to the point where the final capital is to be secured.

Upon the terms and arrangements as to the proportion of promotion stock in the final capitalization, a two-thirds ($\frac{2}{3}$) vote of the promoters shall be necessary.

EXHIBIT 2.

[2nd draft.]

• PRELIMINARY MEMORANDUM OF AGREEMENT.

Whereas two applications for a license to build a ditch in Koloa and Hamakua, each now pending before the government of the Territory of Hawaii, in the names of Samuel Parker and J. W. Jones, trustee, respectively; and

Whereas it has been agreed between said Samuel Parker and J. W. Jones, trustee, and those interested with them, respectively, to consolidate their interests,

Now, therefore, it is agreed by the parties hereto that such interests shall be consolidated on the following basis, to wit: J. W. Jones, trustee, and those interested with him shall have fifty-one (51) per cent of the full paid of the promotion stock and shall have control of the furnishing of all necessary plans, surveys, and preliminary and final work and the employment of all persons and employees to put the plan in proper shape and promote the same, necessary for the presentation to capitalists; and all expenses incurred therein shall be charged against (the interests of both parties hereto and against) the corporation hereafter formed hereunder, and said J. W. Jones, trustee, and those interested with him shall have the option of raising fifty-five (55) per cent of the capital required and of placing 55 per cent of the number of shares in bonds, or both, therein.

Samuel Parker and those interested with him shall assign over the option of Elizabeth K. Booth and Charles W. Booth, if requested to do by the corporation hereafter to be formed, and upon such request and assignment said corporation shall accept the same and pay therefor. Also said Samuel Parker shall convey to said corporation all right in lands or leases owned or controlled by said Samuel Parker which said corporation shall deem to be necessary to the prosecution of the work as contemplated, receiving therefor forty-nine (49) per cent of the full paid of the promotion stock.

The majority of the promotion stock thus owned by J. W. Jones, trustee, and those interested with him, shall carry the control of the expenditure of all further moneys and the making and execution

ligations to procure the same when necessary to the promotion work, to the point where the final capital is to be secured.

As to the proportion or percentage of the entire stock of the company which shall be given to the persons who finance the undertaking and the terms and conditions upon which the same shall be allowed, all take a two-thirds vote of the promoters, stock to be binding.

EXHIBIT 3.

[3d draft. K. B. & McC.]

PRELIMINARY MEMORANDUM OF AGREEMENT.

Whereas two applications for a license to build a water ditch in the northern portion of the island of Hawaii are now pending before the government of the Territory of Hawaii in the names of Samuel Parker and J. W. Jones, respectively; and

Whereas it has been agreed between said Samuel Parker and his associates and J. W. Jones, trustee, and his associates to consolidate their interests;

Now, therefore, it is agreed by the parties hereto that such interest shall be consolidated on the following basis, to wit:

I.

J. W. Jones, trustee, and his associates shall have fifty-one per cent (51 per cent), fully paid, of the promotion stock in any corporation to be hereafter formed, and Samuel Parker and his associates shall have forty-nine per cent (49 per cent) of said promotion stock.

II.

J. W. Jones, trustee, and his associates shall have control of the furnishing of all necessary plans, surveys, and preliminary and final work and the employment of all persons and employees to put the plan into proper shape and promote the same, necessary for the presentation to capitalists, and all expenses incurred therein from the date thereof shall be charged against the corporation finally formed.

Provided, however, that in the event of the capitalists objecting to such charge and the promoters by a two-thirds vote deeming it inadvisable to insist, then such expenses shall be charged, in the form of stock, against the promoters interested in such corporation. Such expenses shall be advanced in the first instance by J. W. Jones and his associates, and in no event shall it be charged as a cash liability against Samuel and his associates.

III.

J. W. Jones, trustee, and his associates, shall have the option of raising fifty-five per cent (55 per cent) of the capital required and of placing fifty-five per cent of the number of shares or bonds, or both, in the corporation finally formed.

IV.

In the event of any easements, licenses, or rights being purchased of Elizabeth K. Booth or Charles W. Booth or acquired from said Elizabeth K. Booth or Charles W. Booth, other than by compulsory legal process, the option of said Elizabeth K. Booth and Charles W. Booth now held by Samuel Parker shall be accepted by the corporation finally formed and its acceptance shall be an express condition of the promoters. And Samuel Parker shall assign said option at the request of the corporation upon said corporation signifying its willingness to accept the same and pay therefor. Upon such acceptances of the Booth option said Samuel Parker shall convey to said corporation, for a nominal consideration, all rights in lands or leases owned or controlled by said Samuel Parker which shall be necessary to the prosecution of the work as contemplated.

V.

In the event that said option from Elizabeth K. Booth and Charles W. Booth shall be deemed worthless by the corporation hereafter to be formed, and no rights being secured from said Elizabeth K. Booth or Charles W. Booth otherwise than by compulsory legal process, the cost of the said Booth option shall be charged against the promotion stock of Samuel Parker and his associates, said Samuel Parker and his associates reserving the right to procure a cancellation of said option if possible at any time or to relieve themselves from liability under said option by the surrender of all or a portion of their interests in the company. Until the acceptance or cancellation of said Booth option said Samuel Parker and his associates shall not be required to do any act or thing which shall make said option or the covenant and agreement therein finally binding upon him or them.

VI.

The majority of the promotion stock thus owned by J. W. Jones, trustee, and his associates, shall carry the control of the expenditure of all further moneys and the making and execution of obligations and to procure the same when necessary and the promotion work up to the point where the final capital is to be secured. Said J. W. Jones and his associates shall create no liabilities on behalf of Samuel Parker and his associates, it being expressly understood and agreed that the parties hereto are not partners, and said J. W. Jones, trustee, and his associates will save and hold Samuel Parker and his associates harmless from all obligations not expressly agreed to in writing by those proposed to be bound, signing personally.

VII.

A two-thirds vote of the promoters' stock or interest shall be necessary for decision as to the proportion or percentage of the entire stock of the corporation finally formed which shall be given to the persons who financed the undertaking and the terms and conditions upon which the same shall be allowed. Immediately upon the issuing of the license herein contemplated said J. W. Jones, trustee, shall

ecute a declaration of trust in accordance with the terms of this agreement, which terms, however, may be expressed in a more complete and formal manner.

VIII.

The parties hereto shall use every endeavor to facilitate the granting of the license in the name of J. W. Jones, trustee, as herein contemplated, but the right is reserved on the part of Edmund B. McClanahan, one of the associates of Samuel Parker, now absent on the island of Oahu, to rescind and abrogate this agreement at any time before the license is actually issued.

EXHIBIT 4.

[4th draft. A. G. M. R.]

PRELIMINARY MEMORANDUM OF AGREEMENT.

Whereas two applications for a license to build water ditches and to impound and conserve water in the northern portion of the island of Hawaii are now pending before the government of the Territory of Hawaii in the names of Samuel Parker and J. W. Jones, trustee, respectively; and

Whereas it has been agreed between said Samuel Parker and his associates and J. W. Jones, trustee, and his associates to consolidate their interests;

Now, therefore, it is agreed by the parties hereto that such interests shall be consolidated on the following basis, to wit:

I.

J. W. Jones, trustee, and his associates shall have fifty-one per cent (51 per cent), full paid, of the promotion stock in any corporation to be hereafter formed, and Samuel Parker and his associates shall have forty-nine per cent (49 per cent), full paid, of said promotion stock, subject, however, to the terms and conditions hereafter contained.

II.

J. W. Jones, trustee, and his associates shall have control of the furnishing of all necessary plans, surveys, and preliminary and final work and the employment of all persons and employees to put the plan into proper shape and promote the same, necessary for the presentation to capitalists, and all expenses incurred therein from the date hereof shall be charged against the entire stock of the corporation finally formed, and in no event shall the promoters be responsible for any liability except as against their stock or holding in the corporation, and which shall be paid in stock and not in cash.

III.

J. W. Jones, trustee, and his associates shall have the option of raising fifty-five per cent (55 per cent) of the capital required and of placing fifty-five per cent (55 per cent) of the number of shares of stock or bonds, or both, in the corporation finally formed.

IV.

In the event of any easements, licenses, or rights being purchased by said proposed corporation in the land of Laupahoehoe, island of Hawaii, of Elizabeth K. Booth and Charles W. Booth, or either, acquired from said Elizabeth K. Booth and Charles W. Booth, either, other than by compulsory legal process, the option of Elizabeth K. Booth and Charles W. Booth now held by Samuel Parker, a copy of which is hereto annexed and marked "A," shall be accepted by and binding upon the corporation finally formed, and paid for by said corporation according to the terms expressed in said option. And the said Samuel Parker hereby agrees, upon the payment to him of the sum of one dollar, and at the request of the corporation, to request of said J. W. Jones to assign to said proposed corporation to said J. W. Jones in trust therefor, said option of Elizabeth K. Booth and Charles W. Booth, which said option is dated the 8th of May, 1901. And the said Samuel Parker agrees to immediately notify said J. W. Jones, or the proposed corporation through the said J. W. Jones, of the receipt of notice from said Elizabeth K. Booth and Charles W. Booth, or either or both, of their intention to terminate said option.

V.

In the event that said option from Elizabeth K. Booth and Charles W. Booth shall be deemed worthless by the corporation hereafter to be formed, and no rights by said corporation secured from said Elizabeth K. Booth and Charles W. Booth, or either, otherwise than by compulsory legal process, the cost of said Booth option, if for any reason enforceable by Booth, shall be charged against the promotion stock of Samuel Parker and his associates, said Samuel Parker and his associates reserving the right to procure a cancellation of said option, if possible, at any time to relieve themselves from liability under said option by the surrender to J. W. Jones and his associates, or to said corporation, of all or a portion of their interests and promotion stock in said company or proposed company, said portion of the interests and promotion stock to be so surrendered to be not less than one-third ($\frac{1}{3}$) of the forty-nine per cent (49 per cent) mentioned in the first section of this agreement; it being distinctly understood and agreed, however, by the said Samuel Parker and his associates and J. W. Jones and his associates that nothing in this agreement contained in any way makes said Booth option or the cost thereof a charge upon the liability against said J. W. Jones and his associates or their interests in the proposed corporation, or upon or against the proposed corporation or corporation to be finally formed. Until the acceptance or cancellation of said Booth option said Samuel Parker and his associates shall not be required to do any act or thing which shall make said option or the covenant and agreement therein finally binding upon him or them, but nothing herein contained shall hinder or delay the formation of a corporation when, in the judgment of the persons who undertake to finance the proposed undertaking, such corporation should be formed.

VI.

The majority of the promotion stock thus owned by J. W. Jones and his associates and their interests herein shall carry the control of the expenditure of all further moneys and the making and execution of obligations to procure the same, when necessary for the promotion work in their judgment, up to the point where final capital is secured. Said J. W. Jones and his associates shall create no liabilities on behalf of Samuel Parker and his associates, except as against their stock, and agreed that the parties hereto are not partners.

VII.

A two-thirds vote of the promoters stock or interest herein shall be necessary for decision as to the proportion or percentage of the entire stock or bonds, or both, of the corporation finally formed, which shall be given to the persons who finance the proposed undertaking, and the terms and conditions upon which the same shall be allowed.

VIII.

Immediately upon the issuing of the license herein contemplated, said J. W. Jones, trustee, shall execute a declaration of trust in accordance with the terms of this agreement, which terms, however, may be expressed in a more complete and formal manner.

EXHIBIT 5.

[5th draft. K. B. & McC.]

PRELIMINARY MEMORANDUM OF AGREEMENT.

Whereas two applications for a license to build water ditches and to impound and conserve water in the northern portion of the island of Hawaii are now pending before the government of the Territory of Hawaii in the names of Samuel Parker and J. W. Jones, trustee, respectively; and

Whereas it has been agreed between said Samuel Parker and his associates and J. W. Jones, trustee, and his associates, to consolidate their interests:

Now, therefore, it is agreed by the parties hereto that such interests shall be consolidated on the following basis, to wit:

I.

J. W. Jones, trustee, and his associates shall have fifty-one per cent (51 per cent), full paid, of the promotion stock in any corporation to be hereafter formed, and Samuel Parker and his associates shall have forty-nine per cent (49 per cent), full paid, of said promotion stock, subject, however, to the terms and conditions hereafter contained.

Samuel Parker may, however, decline to enter or become interested in any corporation until the acceptance, cancellation, or termination of the Booth option hereinafter referred to; in case of which declination or third of the 49 per cent above referred to shall be held as treasury stock by said corporation.

II.

J. W. Jones, trustee, and his associates, shall have control of the furnishing of all necessary plans, surveys, and preliminary and final work and the employment of all persons and employees to put the plan into proper shape and promote the same necessary for the presentation to capitalists, and all expenses incurred therein from the date hereof shall be charged against the entire stock of the corporation finally formed, and in no event shall the promoters be responsible for any liability except as against their stock or holding in the corporation and which shall be paid in stock and not in cash.

III

J. W. Jones, trustee, and his associates shall have the option of raising fifty-five per cent (55 per cent) of the capital required, and of placing fifty-five per cent (55 per cent) of the number of shares of stock or bonds, or both, in the corporation finally formed.

IV.

In the event of any easements, licenses, or rights being purchased by said proposed corporation in the land of Laupahoehoe, island of Hawaii, of Elizabeth K. Booth and Charles W. Booth, or either, or acquired from said Elizabeth K. Booth and Charles W. Booth, or either, other than by compulsory legal process, the option of said Elizabeth K. Booth and Charles W. Booth now held by Samuel Parker, a copy of which is hereto annexed and marked "A," shall be accepted by and be binding upon the corporation finally formed, and paid for by said corporation according to the terms expressed in said option. And the said Samuel Parker hereby agrees, upon the payment to him of the sum of one dollar, and at the request of the corporation or request of said J. W. Jones, to assign to said proposed corporation or to J. W. Jones in trust therefor, said option of Elizabeth K. Booth and Charles W. Booth, which said option is dated the 8th day of May, 1901. And the said Samuel Parker agrees to immediately notify said J. W. Jones, or the proposed corporation through the said J. W. Jones, of the receipt of notice from said Elizabeth K. and Charles W. Booth, or either or both, of their intention to terminate said option.

And it is further agreed that after the acceptance, cancellation, or termination of the Booth option, the said corporation, when formed, will buy of Samuel Parker, and said Samuel Parker will convey to said corporation, all rights in lands or leases owned or controlled by the said Samuel Parker which shall be necessary to the prosecution of the work as contemplated under the license as issued, the corporation paying therefor the one-third of 49 per cent of the promotion stock in the treasury as provided in Section I hereof.

V.

In the event that said option from Elizabeth K. Booth and Charles Booth shall be deemed worthless by the corporation hereafter to be formed, and no rights secured by said corporation from said Elizabeth K. Booth and Charles W. Booth, or either, otherwise than by compulsory legal process, the cost of said Booth option, if for any reason enforceable by Booth, shall be charged against the promotion stock of Samuel Parker and his associates, said Samuel Parker and his associates reserving the right to procure a cancellation of said option at any time until notified in writing by said J. W. Jones or said corporation not to procure nor consent to a cancellation of said option, and reserving the further right to relieve themselves from liability under said option by the surrender to J. W. Jones and his associates, or to said corporation, of all or a portion of their interests and promotion stock in said company or proposed company, said portion of the interests and promotion stock to be so surrendered to be not less than one-third ($\frac{1}{3}$) of the forty-nine per cent (49 per cent) mentioned in the first section of this agreement. It being distinctly understood and agreed, however, by the said Samuel Parker and his associates and J. W. Jones and his associates, that nothing in this agreement contained in any way makes said Booth option or the cost thereof a charge upon or liability against said J. W. Jones and his associates or their interests in the proposed corporation, or upon or against the proposed corporation to be finally formed, except in any one of the following events—that is to say:

(a) In case said J. W. Jones or the said corporation requests the assignment to him or it of said Booth option.

(b) In case said J. W. Jones or said corporation accepts the said Booth option or requests Samuel Parker to accept it.

(c) In case said J. W. Jones or said corporation notifies the said Samuel Parker in writing not to procure nor consent to a cancellation of said option.

In any of which events the said Booth option shall hereafter be a charge upon the corporation as a whole, or if the corporation is not then formed, upon all the promoters until the corporation is formed.

Until the acceptance or cancellation of said Booth option said Samuel Parker and his associates shall not be required to do any act or thing which shall make said option or the covenant and agreement therein contained binding upon him or them, but nothing herein contained shall hinder or delay the formation of a corporation, when in the judgment of the persons who undertake to finance the proposed undertaking, such corporation should be formed.

VI.

The majority of the promotion stock thus owned by J. W. Jones and his associates and their interests herein shall carry the control of the expenditure of all further moneys and the making and execution of obligations to procure the same when necessary for the promotion work in their judgment, up to the point where final capital is secured. Said J. W. Jones and his associates will create no liabilities on behalf of Samuel Parker and his associates except as against their stock as provided in section II hereof, it being expressly understood and agreed that the parties hereto are not partners.

VII.

A two-thirds vote of the promoters' stock or interest herein shall be necessary for the decision as to the proportion or percentage of the entire stock or bonds, or both, of the corporation finally formed, which shall be given to the persons who finance the proposed undertaking, and the terms and conditions upon which the same shall be allowed.

VIII.

Immediately upon the issuing of the license herein contemplated said J. W. Jones, trustee, shall execute a declaration of trust in accordance with the terms of this agreement, which terms, however, may be expressed in a more complete and formal manner.

EXHIBIT 6.

[6th draft, A. G. M. R.]

PRELIMINARY MEMORANDUM OF AGREEMENT.

Whereas, two applications for a license to build water ditches and to impound and conserve water in the northern portion of the island of Hawaii are now pending before the government of the Territory of Hawaii in the names of Samuel Parker and J. W. Jones, trustee, respectively; and

Whereas, it has been agreed between said Samuel Parker and his associates and J. W. Jones, trustee, and his associates, to consolidate their interests;

Now, therefore, it is agreed by the parties hereto that such interests shall be consolidated on the following basis, to wit:

I.

J. W. Jones, trustee, and his associates, shall have fifty-one per cent (51 per cent), full paid, of the promotion stock in any corporation hereafter formed, and Samuel Parker and his associates shall have forty-nine (49 per cent), full paid, of said promotion stock, subject, however, to the terms and conditions hereinafter contained. Samuel Parker may, however, decline to enter or become interested in any corporation until the acceptance, cancellation, or termination of the Booth option, hereinafter referred to; in case of which declination one-third of the forty-nine per cent (49 per cent) of the promotion stock above referred to shall remain unissued, to be disposed of in accordance with the last paragraph of section IV hereof.

II.

J. W. Jones, trustee, and his associates, shall have control of the furnishing of all necessary plans, surveys, and preliminary and final work, and the employment of all persons and employees to put the plan into proper shape, and promote the same necessary for the pres-

tion to capitalists, and all expenses incurred therein from the date of shall be charged against the entire stock of the corporation finally formed; and in no event shall the promoters be responsible for any liability except as against their stock or holding in the corporation, which shall be paid in stock and not in cash.

III.

J. W. Jones, trustee, and his associates shall have the option of raising fifty-five per cent (55 per cent) of the capital required and of raising fifty-five per cent (55 per cent) of the number of shares of the stock or bonds, or both, in the corporation finally formed.

IV.

In the event of any easements, licenses, or rights being purchased by said proposed corporation in the land of Laupahoehoe, island of Hawaii, of Elizabeth K. Booth and Charles W. Booth, or either, or required from said Elizabeth K. Booth and Charles W. Booth, or either, other than by compulsory legal process, either directly or through the Territory of Hawaii or the Government of the United States, or in compromise of such compulsory legal process, the option of said Elizabeth K. Booth and Charles W. Booth now held by Samuel Parker, dated May 8, 1901, a copy of which is hereto annexed and marked "A," shall, if then in force, be accepted by and be binding upon the corporation finally formed, and paid for by said corporation according to the terms expressed in said option. And the said Samuel Parker hereby agrees, upon the payment to him of the sum of one dollar, and at the request of the corporation or request of said J. W. Jones, to assign to said proposed corporation, or to J. W. Jones in trust therefor, said option of Elizabeth K. Booth and Charles W. Booth heretofore referred to.

And it is further agreed that after the acceptance, cancellation, or termination of the Booth option the said corporation, when formed, upon demand of Samuel Parker, made before delivery of water to customers within the terms of the license, will buy of Samuel Parker, and the said Samuel Parker will convey to said corporation, all rights in lands or leases owned or controlled by or wherein the said Samuel Parker is interested which shall be necessary to the prosecution of the work as contemplated under the license, the corporation paying therefor the one-third ($\frac{1}{3}$) of forty-nine per cent (49 per cent) of the promotion stock specified in Section I hereof.

V.

In the event that said option from Elizabeth K. Booth and Charles W. Booth shall be deemed worthless by the corporation hereafter to be formed, and no rights are secured by said corporation from said Elizabeth K. Booth and Charles W. Booth, or either, otherwise than by compulsory legal process, the cost of said Booth option, if for any reason enforceable by Booth, shall be charged against the interests and promotion stock of Samuel Parker and his associates herein. And the said Samuel Parker agrees to immediately notify said J. W. Jones, or the proposed corporation through the said J. W. Jones, of the

receipt of notice from said Elizabeth K. Booth and Charles W. Booth or either or both, of their intention to terminate said option, or of an understanding or agreement he may have with them with reference to the termination thereof, said Samuel Parker and his associates reserving, nevertheless, the right to procure a cancellation of said option possible at any time until notified in writing by said J. W. Jones or said corporation not to procure nor consent to a cancellation of said option, and reserving the further right to relieve themselves from liability under said option by the transfer and surrender to J. W. Jones and his associates of all or a portion of their interests and promotion stock in said company or proposed company or corporation, said portion of the interests and promotion stock to be so surrendered and transferred to be not less than one-third ($\frac{1}{3}$) of the forty-nine per cent (49 per cent) mentioned in the first section of this agreement. It being distinctly understood and agreed, however, by the said Samuel Parker and his associates and J. W. Jones and his associates that nothing in this agreement contained shall in any way make said Booth option or the cost thereof a charge upon or liability against said J. W. Jones and his associates or their interests in the proposed corporation or upon or against the proposed corporation to be finally formed, except in any one of the following events, marked (a), (b), and (c)—that is to say:

(a) In case said J. W. Jones or the said corporation in writing requests the assignment to him or it of said Booth option.

(b) In case said J. W. Jones or the said corporation in writing accepts the said Booth option or requests Samuel Parker to accept it.

(c) In case said J. W. Jones or said corporation notifies the said Samuel Parker in writing not to procure nor consent to a cancellation of said option.

In any of which events the said Booth option shall thereafter be a charge upon the corporation as a whole, or, if the corporation is not then formed, upon the interests of all the promoters in the corporation.

Until the acceptance or cancellation of said Booth option, said Samuel Parker and his associates shall not be required to do any act or thing which shall make said option or the covenant and agreement therein finally binding upon him or them, but nothing herein contained shall hinder or delay the formation of a corporation, when, in the judgment of the persons who undertake to finance the proposed undertaking, such corporation should be formed; and the parties hereto hereby agree to give their immediate consent to and to assist in the formation of such corporation at such times as to the persons who undertake to finance this undertaking, or who undertake to furnish fifty-five per cent (55 per cent) of the capital required therefor, seems to be proper.

VI.

The majority of the promotion stock thus owned or to be owned by J. W. Jones and his associates, and their interests herein, shall carry the control of the expenditure of all further moneys and the making and execution of obligations to procure the same, when necessary in their judgment, for the promotion work up to the point where final capital is secured. Said J. W. Jones and his associates shall create no liabilities on behalf of Samuel Parker and his associates, except as against their stock and interests herein, and any liability so created

be payable in promotion stock and not in cash, it being expressly understood and agreed that the parties hereto are not partners. The "promotion work" shall be held to mean and include any and every act or thing done or performed, or to be done or performed, or may be done or performed, in procuring and getting the license, up to the point where fifty-five per cent of the capital for the proposed undertaking is secured.

VII.

Said Samuel Parker agrees that he will not convey to any other person or persons than the promoters herein, or the corporation formed by them, any rights of way over the lands, or any rights in the lands or leases, owned or controlled by said Samuel Parker, or any lands or leases wherein said Samuel Parker is interested, which may, in the judgment of the persons interested herein and hereunder or the corporation formed by them, be necessary to the prosecution of the work contemplated herein under any license that may be issued to the persons interested herein, nor allow the use of any such rights of way, rights, or leases to any other person except those now interested in the cattle or ranch business with him, and then only for the purposes of such cattle or ranch business, and for not longer than the unexpired term of his lease or leases.

VIII.

A two-thirds vote of the promoters' stock or interest herein shall be necessary for decision as to the proportion or percentage of the entire stock or bonds, or both, of the corporation finally formed, which shall be given to the persons who finance the proposed undertaking, and the terms and conditions upon which the same shall be allowed.

Immediately upon the issuing of the license herein contemplated, said J. W. Jones, trustee, shall execute a declaration of trust in accordance with the terms of this agreement, which terms, however, may be expressed in a more complete and formal manner.

 EXHIBIT 7.

COMMISSIONER OF PUBLIC LANDS,
TERRITORY OF HAWAII,
Honolulu, February 18, 1901.

Messrs. KINNEY, BALLOU & McCLANAHAN (for Samuel Parker).

GENTLEMEN: Your favor of January 31, ultimo, stating that Mr. Parker is desirous as lessee of the government land of Puukapu, of making beneficial use of the waters now running to waste on said land, and as the undertaking is of considerable magnitude and involving a large outlay of capital, he therefore desires to obtain from the government the right of way for ditches, tunnels, flumes, etc., over all government lands lying between Puukapu and the extreme northern point of the island of Hawaii; also right to conserve and use any surplus waters, etc., for the term of, say, ninety-nine years, etc.; also offering an annual rental of \$500 has been duly received. I would beg to say

in reply that before the matter can be considered, the government deemed it advisable to ask that you furnish this office with a map showing the course of such proposed ditches, tunnels, flumes, etc.; the land it will run through, government and private; and in its course, what streams, springs, etc., will it tap; also sites of reservoirs, if any, where surplus waters will be conserved; also state approximate quantity of water that will be taken from each stream, springs, etc.; capacity of such proposed ditches, tunnels, flumes, etc., and such other information that would further enlighten this office in the consideration of your request.

Very respectfully,

E. S. BOYD, *Secretary*

EXHIBIT 8.

[Copy of original license.]

Upon the terms and conditions herein stated a license for the period of ninety-nine (99) years from the date hereof is hereby granted to Samuel Parker, of the city of Honolulu, island of Oahu, Territory of Hawaii, or such company or domestic corporation as shall hereafter by him be formed, to build, construct, maintain, and operate a ditch on the higher elevations over, along, and under all government land situate and lying in the district of North Kohala between and including Puukapu and the northerly portion of the island of Hawaii, which said ditch, with its feeders, is herein designated as the "Upper Kohala Ditch," and also a ditch on the lower elevations over, along, and under all government land, situate and lying in the said district between and including Mauiawai and the northerly portion of the said island of Hawaii, which said ditch, with its feeders, is herein designated as the "Lower Kohala Ditch."

(1) Commencing with the date hereof, a license fee of five hundred dollars (\$500) shall be paid by the licensee to the commissioner of public lands each year for the first ten (10) years of this license, and at the commencement of the second ten years; and at the commencement of each succeeding decade of the period of this lease there shall be paid a license fee the amount of which shall be fixed by arbitration, provided that such fee for no one year shall be less than the sum of five hundred dollars.

(2) As the term is used in this license, a "ditch" shall be held to include a tunnel, flume, inverted siphon, waterway, or other means commonly used in confining and carrying water; provided, however, such term shall not include reservoirs.

(3) The licensee to furnish water at one or other of said ditches to all government homesteaders applying for same for domestic purposes (such as household uses, both drinking, washing, and cooking, and the watering of all kinds of stock) at a uniform rate per gallon to be fixed by the commissioner of public lands.

(4) The licensee to furnish water to all government homesteaders applying for same for agricultural purposes, upon such terms and at a low rate as it shall sell its water to any private person or corporation.

(5) The licensee, without expense to the government, to comply with such reasonable requirements of the commissioner of public lands concerning the preservation of the forests, by means of the

off of wild cattle, fencing of lands and planting of trees, on all adjacent lands forming the watersheds through which the ditches, hereof, shall pass.

The licensee to divert no water for any purpose from government land, gulches, or streams on or forming any part of the watershed of Waimea, but the diversion of water authorized hereunder is confined solely to the watersheds draining toward Waipio and northerly portion of said North Kohala.

If the licensee at any time during the continuance of this license be unable, because of an insufficiency of water under its control, to supply all the users of water at such time with the full amount required, then such water as shall at such time be under the control of the said licensee shall be by arbitration apportioned equitably between the several users so long as such inability of said licensee continue.

The arbitration provided for in the first and seventh conditions shall be made by three (3) disinterested persons, one to be selected by the Commissioner of public lands, one by the licensee, and a third by the two, and the decision of any two shall be binding and final upon the parties interested.

This license shall be subject to the rights of the United States. The licensee shall in no way interfere with or interrupt the enjoyment of the vested rights of private parties, it being understood that the consent of the lessee of the government land of Puukapu has been given for the construction and maintenance of said "Upper Kohala ditch" through said Puukapu for the unexpired term of the lease, and shall not interfere with the right of the government to use, sell, lease, or otherwise dispose of government land across which said ditches or any of them shall pass. But any use, sale, lease or other disposition of government lands hereafter made shall be made subject to this license.

(10) All rights under this license shall be forfeited if actual construction of either the "Upper Kohala ditch" or the "Lower Kohala ditch" is not commenced within two years from the date hereof, and if either of said ditches is not completed and delivering water within five years from the date hereof. The Upper Kohala ditch shall be deemed completed when it is delivering water upon government land known as Poakulua, Kalala, and Pahinahina, and the Lower Kohala ditch shall be deemed completed when it is delivering water upon the government land known as Kehena. Provided, however, that if the licensee shall claim that it is impracticable, through lack of sufficient water or otherwise, to extend either of said ditches as far as the government lands respectively named, then the location of the point of termination of said ditch at the Kohala end shall be decided by arbitration as provided in paragraph 8, and completion of either ditch to the point fixed by the arbitrators shall be deemed a completion of said ditch. If one of the ditches is so completed within five years from the date hereof, then the licensee shall have an additional five years in which to complete the second ditch, in default of which completion the second ditch shall be deemed to have been abandoned and all rights under this license as to such abandoned ditch shall be forfeited.

(11) It being the understanding that a domestic corporation is to be licensed to construct and operate said ditches under license from the government, it is agreed that whenever this license, at any time within

the period of two years from its date, is surrendered to the commissioner of public lands, another one of like tenor, and granting the same rights under the same and no other conditions, shall be construed therefor, running to such domestic corporation as shall at the time of such surrender be in existence and empowered to receive the license. But nothing herein contained shall be construed to extend the time limitation set forth in the tenth condition herein.

EXHIBIT 9.

[License which Mr. Parker stated he was willing to accept.]

Upon the terms and conditions herein stated, a land license for a period of ninety-nine years from the date hereof is hereby granted to Samuel Parker, of Honolulu, island of Oahu, Territory of Hawaii, to collect, conserve, impound, and divert all water upon and from all government lands situate on the island of Hawaii of said Territory within the following-described area, to wit: Bounded on the north by the sea, on the east by Waipio Valley and by the summit separating the Waimea watershed from Kohala watershed, on the south by the summit of the Kohala Mountains, and on the west by the Honouliuli Gulch, such area being hereinafter called the Kohala watershed, subject to vested rights of private parties in such waters, and to sell such waters for irrigation, domestic use, and development of power for other purposes, and to use such water for the purposes of carrying out this enterprise, and for the further purpose of developing power for sale, such further use not to materially reduce the amount of water available for irrigation; and for the proper collecting, conserving, delivering, and sale thereof; to construct reservoirs, dams, impounding embankments, tunnels, ditches, feeders, wasteways, flumes, inverted siphons, pipe lines, or any other works necessary or convenient for the confining and carrying water upon, through, along, and under any of such government lands in said Kohala watershed, and any government lands in the district of North Kohala across which it may be necessary to carry such water. The plans for the construction of and location of such waterworks to be subject to the approval of the superintendent of public works in his reasonable discretion.

This license, however, shall not be construed to confer a franchise or an exclusive right in the waters of said district, but the licensee shall have a vested right in only so much of said waters as he or the corporation hereafter to be formed shall first beneficially appropriate.

The construction of such waterworks shall be begun within two years from the date hereof, and within five years from said date the licensee shall be prepared to deliver such waters to customers in the district of North Kohala, exclusive of such time as may be lost by litigation and strikes and by reason of the acts of those over whom the licensee shall have no control. All materials on the said government lands, such as earth, rocks, and trees, may be freely used by the said licensee without charge therefor on the part of the government for the construction and repair of any and all works necessary to the completion, maintenance, and repair of such waterworks.

The licensee shall divert no water draining towards Waimea nor in any way interfere with the source of any water supply of Waimea, the waters hereby authorized to be diverted being confined solely to

on the watershed draining from the Kohala Mountains in a westerly direction. The government of the Territory of Hawaii fix the dividing line between the Waimea watershed and the Kohala watershed hereinbefore described, it being expressly understood and agreed that should any swamp exist near such dividing line the waters of which may be deemed by the government to affect in any degree the water supply of Waimea, such swamp shall be excluded from the Kohala watershed and its waters shall not be diverted by the licensee.

The licensee shall not diminish the supply of water now being used beneficially in Waipio and Honokane valleys, or on the Kohala watershed above defined.

From the date hereof a license fee in the sum of \$1,000 per annum during the term of construction shall be paid by said licensee to the government of the Territory of Hawaii, in equal semiannual installments of \$500, and after the termination of five years the said licensee shall pay an annual rental to said government of \$1,000 and ten per cent of the gross revenues received from the sale of said water; provided, that in no event shall the annual rental after said five years aggregate less than \$2,500. At the end of fifty-five years from the date hereof the annual compensation to be paid to the government by the licensee shall be readjusted by arbitration, as hereinafter provided, for the rest of said period of ninety-nine years. After the end of five years the licensee shall file quarterly with the commissioner of public lands an account of the receipts and disbursements of the said enterprise.

The said licensee shall furnish water from the ditches, flumes, and reservoirs constructed for the conservation or conveyance of water to government homesteaders applying therefor, for domestic purposes, at a uniform rate to be fixed and agreed upon by the commissioner of public lands and said licensee once every ten years, provided that in case of failure of said licensee and commissioner to agree the rate shall be fixed by arbitration, and until such time as the rates may be agreed upon or fixed, the licensee may charge such rates as appear to be reasonable in the premises.

In like manner the licensee shall furnish water to all government homesteaders applying for the same for agricultural purposes, at as low a rate as it shall sell its water to any private person or corporation. In furnishing water to homesteaders for domestic or agricultural purposes as aforesaid, the licensee shall furnish such water at such points in the ditches, flumes, or reservoirs as shall be reasonably convenient to such applicants. The word "homesteaders" in this instrument shall mean all persons or their heirs or assigns holding land from the government under the homestead leases, right of purchase leases, freehold agreements, Puukapu leases, special agreements of sale under the land act of 1895.

All other applicants for water who are in the possession of lands conveniently accessible to water from the ditches, flumes, pipes, or reservoirs of the licensee shall be equitably supplied by him, at uniform and reasonable rates for the water supplied at each ditch.

The licensee, without expense to the government, shall take all reasonable steps and make all reasonable efforts to preserve the forests and trees growing upon said Kohala watershed, and particularly shall construct and maintain cattle-proof fences on the unleased portions of

government lands, and hereafter upon such government lands in the said Kohala watershed as are now leased immediately upon the termination of such leases and so long as they shall remain unleased. Whenever such fences may, in the judgment of the commissioner of public lands, be necessary to protect the forests from cattle, and shall make all reasonable efforts for the extermination of all wild animals from the said forests, and shall make all reasonable efforts to prevent and extinguish all forest or bush fires within the said Kohala watershed.

If the licensee at any time during the continuance of this license shall be unable because of an insufficiency of water under its control to supply all its customers with the full amount of water required by them, then such water as shall at such time be under the control of the said licensee shall be by arbitration apportioned equitably between the several customers so long as such inability of the licensee shall continue.

All arbitration herein provided for shall be made by three distinguished persons, one selected by the commissioner of public lands, one selected by the licensee, and one selected by these two; the decision of any two to be final and binding upon the parties interested. The expenses of such arbitration shall be divided equally between the commissioner of public lands and the licensee.

At the end of ninety-nine years from the date hereof the licensee shall surrender to the Territory of Hawaii all rights acquired under this license and all improvements constructed under the terms hereof by said licensee, and all rights and improvements acquired by him on the lands of third parties for the conservation, conveyance, or delivery of the waters from the lands aforesaid.

It is hereby understood and agreed that the license shall, within five years from this date, organize a corporation under the laws of the Territory of Hawaii to construct and operate the said proposed waterworks under this license, which shall be deemed a public corporation and shall thereupon surrender to the government of the Territory of Hawaii and cancel this license, and that the government of the Territory of Hawaii shall thereupon issue to such corporation a license of like tenor herewith, granting to such corporation the same rights and privileges are hereby granted but not extending the beginning of the said term of ninety-nine years beyond the date fixed in this instrument and not extending the term of construction.

Such corporation shall not be empowered by its charter to enter into the business of buying, selling, leasing, or otherwise dealing in land or real estate or of agriculture, nor shall it buy, sell, lease, or otherwise deal in land or real estate beyond the direct necessities of its business of conducting the enterprise of developing, conserving, and selling water and making the limited use thereof as hereinbefore set forth, nor shall it engage in agriculture.

Nor shall an owner or owners of stock in the said corporation represent a controlling interest therein, engage as a corporation, partnership, combination, or individual in the business of buying, selling, leasing, or otherwise dealing in land or real estate, nor in agriculture in such parts of North Kohala, on said island of Hawaii, as may be supplied with water from the waterworks of the said corporation.

This license shall be forfeited:

(1) If the corporation last above mentioned be not legally formed and organized within five years from the date hereof.

b) If actual construction shall not be begun within two years from date hereof.

c) If delivery of water to customers within the district of North Kohala shall not have been begun within five years from said date, or

d) If at any time within the said term the licensee fails substantially to carry out the stipulations made by him in this instrument.

It is hereby understood that where the words "Superintendent of public works" and "Commissioner of public lands" are used in this instrument, the agreement, in case of a change of government, by which the names of such officials become changed, they shall apply to such officials as shall represent substantially the duties and authorities respectively of the superintendent of public works and commissioner of public lands.

This license is issued subject to the approval of the secretary of the Interior, and shall be valid only upon such approval, and the date of such approval shall be the date of this license for all purposes.

Exhibits filed by J. W. Jones and his associates in the matter of the ditch controversy.]

EXHIBIT A.

APPLICATION FOR LICENSE.

HONOLULU, HAWAII, *June 6, 1901.*

To the COMMISSIONER OF PUBLIC LANDS

OF THE TERRITORY OF HAWAII,

Honolulu, Hawaii.

SIR: As trustee for himself and others, the undersigned respectfully applies to you for a license to collect, conserve, impound, divert, and use for the purposes of power and irrigation and otherwise all waters upon the certain government lands lying within the tract hereinafter mentioned, and to tunnel, ditch, and flume the same through or over any government lands in the district of Kohala, subject to any existing vested rights of others, and to make all necessary surveys of and upon such lands.

The tract referred to above for the collection, conservation, and impounding of said waters is that tract on the island of Hawaii which extends in a northwesterly direction from Waipio Valley, in the district of Hamakua to Honokani Gulch, in the district of Kohala, and extending mauka from the sea to the boundary line of the tracts of land known as Puukapu and Kawaihae 1. The lands within said tract are further known as Muliwai, Laupahoehoe, Nakooka, Apua, Waikapu, Honopueo, and Awini, and any and all other government lands within the described tract, as shown on the map presented herewith, colored yellow.

The term of the license shall be fifty years. At the expiration of that time all improvements upon the land shall revert to and become the property of the government.

In the joint interest of the government and ourselves, we will agree to the insertion in the license of proper restrictions for the preservation of the forests.

The collection, conservation, diversion, and impounding of these waters shall be commenced at the earliest possible time, and the work shall be completed within three years from the date of the license, excluding from said three years such time as may be lost by reason of the acts of others over whom we have no control.

For the rights and licenses petitioned for as above, we offer compensation as follows: The sum of \$1,000 per annum for the term of construction, not to exceed three years. After completion of the work, the annual compensation to be paid to the government shall be an annual rental of \$1,000 and 5 per cent of the gross revenues which we derive from the use of the water provided that in no event shall the annual rental be less than \$2,500.

The license shall contain such stipulations regarding the forfeiture thereof and such other conditions as will protect the interests of the government.

We respectfully request a hearing in this matter at your earliest convenience.

Respectfully submitted.

J. W. JONES.

EXHIBIT B.

AGREEMENT FOR CONSOLIDATION OF JONES AND PARKER PLANS. THE
HAS NOT BEEN REVOKED, BUT UNDER IT WE CLAIM.

Whereas two applications for a license to build water ditches and to impound and conserve water in the northern portion of the island of Hawaii are now pending before the government of the Territory of Hawaii in the names of Samuel Parker and J. W. Jones, trustees respectively, and

Whereas it has been agreed between said Samuel Parker and his associates, and J. W. Jones, trustee, and his associates, to consolidate their interests,

Now therefore, it is agreed by the parties hereto that such interests shall be consolidated on the following basis, to wit:

I.

J. W. Jones, trustee, and his associates, shall have fifty-one per cent (51 per cent) full paid of the promotion stock in any corporation hereafter formed; and Samuel Parker and his associates shall have forty-nine per cent (49 per cent) full paid of said promotion stock subject, however, to the terms and conditions hereinafter contained. Samuel Parker may, however, decline to enter or become interested in any corporation until the acceptance, cancellation, or termination of the Booth option hereinafter referred to; in case of which declination, one-third ($\frac{1}{3}$) of the forty-nine per cent (49 per cent) of the promotion stock above referred to shall remain unissued to be disposed of in accordance with the last paragraph of Section IV hereof.

II.

J. W. Jones, trustee, and his associates, shall have control of the furnishing of all necessary plans, surveys and preliminary and final work.

the employment of all persons and employees to put the plan into proper shape and promote the same necessary for the presentation to capitalists, and all expenses incurred therein from the date hereof shall be charged against the entire stock of the corporation finally formed, and in no event shall the promoters be responsible for any liability except as against their stock or holding in the corporation, which liability shall be paid in stock and not in cash.

III.

J. W. Jones, trustee, and his associates shall have the option of raising fifty-five per cent (55 per cent) of the capital required and of raising fifty-five per cent (55 per cent) of the number of shares of the stock or bonds, or both, in the corporation finally formed.

IV.

In the event of any easements, license, or rights being purchased by said proposed corporation in the land of Laupahoehoe, Island of Hawaii, from Elizabeth K. Booth and Charles W. Booth, or either, or acquired from said Elizabeth K. Booth and Charles W. Booth, or either, other than by compulsory legal process, either directly or through the Territory of Hawaii or the Government of the United States, or in compromise of such compulsory legal process, the option of said Elizabeth K. Booth and Charles W. Booth now held by Samuel Parker, dated May 1, 1901, a copy of which is hereto annexed and marked "A," shall be accepted by and be binding upon the corporation finally formed, and accepted for by said corporation according to the terms expressed in said option. And the said Samuel Parker hereby agrees, upon the payment to him of the sum of one dollar, and at the request of the corporation or request of said J. W. Jones, to assign to said proposed corporation or to said J. W. Jones, in trust therefor, said option of Elizabeth K. Booth and Charles W. Booth heretofore referred to.

And it is further agreed that after the acceptance, cancellation, or termination of the Booth option, the said corporation, when formed, upon demand of Samuel Parker made before delivery of water to customers within the terms of the license hereafter obtained, will buy of Samuel Parker, and the said Samuel Parker will upon demand of said corporation convey to said corporation all his rights in lands or easements owned or controlled by, or wherein the said Samuel Parker is interested, which may be necessary to the prosecution of the work as contemplated herein and under any license that may be issued to the persons interested herein, the corporation paying therefor the one-third, or forty-nine per cent (49 per cent), of the promotion stock specified in Section I hereof. If, at the time of said delivery of water to customers, said Booth option has not been accepted, cancelled, or terminated, said Samuel Parker must either assume all liability of said option or else surrender his interest in said promotion stock, which is one-third ($\frac{1}{3}$) of the forty-nine per cent (49 per cent) referred to in Section I hereof, whereupon such stock shall be issued to all the other promoters in proportion to their respective interests hereunder.

V.

In the event that said option from Elizabeth K. Booth and Charles W. Booth shall be deemed worthless by the corporation hereafter to

be formed, and no rights are secured by said corporation from Elizabeth K. Booth and Charles W. Booth, or either, otherwise than by compulsory legal process, as above set forth, or compromise thereof the cost of said Booth option, if for any reason enforceable by Samuel Parker and his associates. In the event of the receipt of notice by said Samuel Parker of his attorneys, Messrs. Kinney, Ballou & McCallahan, from said Elizabeth K. Booth and Charles W. Booth, or either, or both, of their intention to terminate said option, or in case of an understanding or agreement between said parties concerning the termination of said option, the said Samuel Parker agrees to immediately notify the said J. W. Jones of the proposed corporation through the said J. W. Jones, of such notice, understanding, or agreement: Samuel Parker and his associates reserving nevertheless the right to procure a cancellation of said option, if possible, at any time until notified in writing by said J. W. Jones, or said corporation, not to procure consent to a cancellation of said option, and reserving the further right to relieve themselves from liability under said option by the transfer to J. W. Jones and his associates of all or a portion of their interests and promotion stock in said proposed corporation, said portion of the interests and promotion stock to be transferred and surrendered, to be not less than one-third ($\frac{1}{3}$) of the forty-nine per cent (49 per cent) mentioned in the first section of this agreement. It being distinctly understood and agreed, however, by the said Samuel Parker and his associates and the said J. W. Jones and his associates, that nothing in this agreement contained makes, or shall in any way make, said Booth option, or the cost thereof, a charge upon or liability against said J. W. Jones and his associates, or their interests in the proposed corporation to be finally formed, except in any one of the following events marked (a), (b), and (c), that is to say:

(a) In case said J. W. Jones or the said corporation, in writing requests the assignment to him or it of said Booth option.

(b) In case said J. W. Jones or the said corporation, in writing accepts the said Booth option or requests Samuel Parker to accept it.

(c) In case said J. W. Jones or said corporation notifies the said Samuel Parker, in writing, not to procure nor consent to a cancellation of said option.

In any of which events the said Booth option shall thereafter be a charge upon the corporation as a whole, or, if the corporation is not then formed, upon the interests of all promoters in the corporation.

Until the acceptance or cancellation of said Booth option, said Samuel Parker and his associates shall not be required to do any act or thing which shall make said option or the covenant and agreement therein finally binding upon him or them; but nothing herein contained shall hinder or delay the formation of a corporation when in the judgment of the persons who undertake to finance the proposed undertaking such a corporation shall be formed; and the parties hereto hereby agree to give their immediate consent to the formation of such corporation at such times as to the persons who undertake to finance this undertaking, or who undertake to furnish fifty-five per cent (55 per cent) of the capital required therefor, seems to be proper.

VI.

The majority of the promotion stock thus owned or to be owned by J. W. Jones and his associates, and their interests herein, shall carry

control of the expenditure of all further moneys and the making and execution of obligations to procure the same when necessary, in their judgment, for the promotion work up to the point where final capital is secured to construct or commence actual construction work. Said J. W. Jones and his associates shall create no liabilities on behalf of Samuel Parker and his associates except as against their stock and interests herein, and any liability so being expressly understood and agreed that the parties hereto are not partners. The term "promotion work" shall be held to mean and include any and every act or thing done or performed, or to be done or performed, or that may be done or performed, in procuring and getting the license, and up to the point where fifty-five per cent (55 per cent) of the capital for the proposed undertaking is secured.

VII.

And said Samuel Parker agrees that he will not convey to any other person or persons than the promoters herein for the corporation to be formed by them, or to the corporation so formed, any rights of way over the lands, or any rights in the lands or leases owned or controlled by said Samuel Parker, or in any lands or leases wherein said Samuel Parker is interested, which may, in the judgment of the persons interested herein and hereunder, or the corporation formed by them, be necessary to the prosecution of the work as contemplated herein, and under any license that may be issued to the persons interested herein; nor will the said Samuel Parker allow the use of any such rights of way, rights of leases, or rights in land or persons, except deemed necessary as aforesaid, to any other person or persons except those now interested in the cattle or ranch business with him, and then only for the purpose of such cattle or ranch business, and for not longer than the unexpired term of his lease or leases.

VIII.

A two-thirds ($\frac{2}{3}$) vote of the promoters' stock or interest herein shall be necessary for decision as to the proportion or percentage of the entire stock or bonds, or both, of the corporation finally formed, which shall be given to the persons who finance the proposed undertaking, and the terms and conditions upon which the same shall be allowed.

Immediately upon the issuing of the license herein contemplated, said J. W. Jones, trustee, shall execute a declaration of trust in accordance with the terms of this agreement, which terms, however, may be expressed in a more complete and formal manner.

Honolulu, September 17, 1901.

JOHN WALTER JONES.
SIDNEY MILLER BALLOU.
HERBERT B. GEHR.
ARTHUR C. GEHR.

EXHIBIT C.

A.

For and in consideration of the sum of ten dollars (\$10) to us in hand paid by Samuel Parker the receipt whereof is hereby acknowledged,

we, Elizabeth K. Booth and Charles W. Booth, her husband, do hereby grant to said Samuel Parker the following option for the term of one year or until the expiration of sixty (60) days from the service of a notice of our intention to determine the same (whichever is the earlier date), viz:

Upon the acceptance in writing within the time specified of this option we hereby agree to grant to said Samuel Parker, or to such corporation hereafter to be formed as he may designate, the right to use all the waters on Laupahoehoe-nui, Waimea, Hawaii, being land commission award 6245 to Kalaeokekoi-nui, over and above the water necessary for irrigating one hundred (100) acres of land for the cultivation of rice or any other crop, and the kuleanas in the said land, together with the right to tunnel for and develop water and all necessary rights of way to conduct water over and across said land of Laupahoehoe-nui as now owned by us, including flumes, ditches, tunnels, and inverted siphons wherever necessary, said grant to be for a term of ninety-nine (99) years from the date thereof.

The said Samuel Parker or said corporation paying for said grant, if this option is accepted by him or them, the sum of fifty thousand dollars (\$50,000) cash and fifty thousand dollars (\$50,000) par value, in paid-up stock in a corporation to be formed for the purpose of developing this and other water in the district of North Kohala, the capital stock of which corporation shall not exceed two million five hundred thousand dollars (\$2,500,000).

And in further consideration of the granting of this option the said Samuel Parker hereby covenants and agrees with the said Elizabeth K. Booth and Charles W. Booth that if any corporation in which said Samuel Parker is, or his assigns are, in any degree interested is formed and capital secured for the purpose of building a water ditch or ditches along the northern coast of the island of Hawaii, or if a water ditch is built along the northern coast of the island of Hawaii by any person or persons holding any rights through or under said Samuel Parker, including the right to cross any lands now or then held by said Samuel Parker under lease or otherwise, this option will be accepted whether the route of the proposed ditch or ditches touches the land herein specified or not, provided this option is still in force, it being within the power of said Elizabeth K. Booth and Charles W. Booth to keep this option in force by successive renewals thereof; but if the option is allowed to lapse before said corporation is formed, or before anything is done in relation to the making of such a ditch by any person or persons, then this obligation shall terminate also.

It is hereby expressly agreed that all costs and expenses in connection with the preparation, execution, or completion of all deeds and other instruments requisite or necessary hereunder shall be borne and paid for by the said Samuel Parker; that the mailing of any notice required hereunder addressed to the said Samuel Parker at Honolulu or to his attorneys, Kinney, Ballou & McClanahan, at Honolulu, shall be deemed good service of such notice.

Dated Honolulu, May 8th, 1901.

ELIZABETH K. BOOTH.
C. W. BOOTH.
SAMUEL PARKER.

EXHIBIT D.

M. O'Shaughnessy, civil engineer, United States deputy mineral surveyor, California State licensed surveyor. Rooms 191, 192, ninth floor, Crocker Building. Cable address, "Oldshine." See McNeill's code. Telephone, Black 2973.]

SAN FRANCISCO, *May 29, 1901.*

EDMUND B. McCLANAHAN, Esq.

DEAR SIR: In accordance with your suggestion I beg to make you the following programme with regard to developing the Waipio (Hawaii) scheme:

On March 25 I suggested to Mr. McCrosson the advisability of—

(1) Making trails into the different waterheads, about the proposed diversion points, so they could be weired.

(2) Making trail toward Kohala on approximate ditch route to use as a base for surveys.

(3) The necessity of having trail made before bringing engineer corps on the ground.

(4) Procuring the exact amount of water available, so as to design the size and capacity of ditch, and get a line on the capital and scope of the proposed company.

There can hardly be a doubt as to the presence of a substantial quantity of water of commercial value, and the real question to be solved is what is the most certain way for the promoters to convert the scheme into a practical shape to which capital can be induced to advance money for the construction.

From my experience with similar propositions I think three elements will rule in this case—(a) the amount of water, (b) the cost of conveying it to the land, and (c) the revenue to be derived from the sale of the water.

(a) The amount of water can be determined from actual measurements for a period of, say, three or four months.

(b) The cost of ditch can only be obtained by a complete and thorough survey, and the comparison of different routes and expedients for bringing the water. As the country is very rough, such a work might take three or four months with a fully equipped survey party, of which personally I would take charge. Besides myself it would be necessary to employ 1 transitman at \$125; 1 leveler, \$90; 1 rodman, \$50, and about 10 men helpers at \$25 each, or \$250; or \$515 per month in all, not counting board and camp transportation.

Such a survey, while not giving the absolute final location, would be so near that the approximate cost would be very closely estimated.

It would be far more satisfactory than a rough preliminary report made from personal observation and guesswork, and would carry more weight in convincing capital of the practicability of the scheme.

(c) If all the water rights are absolutely secured preliminary contracts could be made with some of the present plantations on a basis, say, of \$50 per acre per year, limiting the supply to 1,000,000 gallons per acre; or else options should be procured on some of the cane land now uncultivated in Kohala for want of water.

Personally I am willing to put three or four months of my exclusive time into the proposition on the basis suggested by McCrosson February 14, 1901, of receiving 2½ per cent of paid-up stock, or \$25,000, and \$300 a month from time I reach Honolulu, as well as travel and living expenses from there to Hawaii and back, I to pay my own liv-

ing expenses and travel from San Francisco to Honolulu, and if the work goes ahead I am to get 5 per cent for engineering supervision on actual cost.

Those conditions are practically identical with those suggested by Mr. McCrosson, only that \$300 a month cash is put in instead of \$500 flat, which was to cover a rough preliminary report, such as we then considered necessary.

A more detailed and complete investigation I now believe necessary: hence I suggest the necessity of my putting in a longer time on it to do it thoroughly.

If you will kindly notify me as soon as you have definite facts to go on, and that you desire me to undertake this work, I will leave here with a full outfit of instruments, etc., to take hold of this proposition.

Very truly, yours,

M. M. O'SHAUGHNESSY.

EXHIBIT E.

GRAND PACIFIC HOTEL, *October 28, 1901.*

Col. SAMUEL PARKER,
Washington, D. C.

MY DEAR COLONEL: I arrived in Chicago on the 1st and expected to be in Washington before now, but will have to wait another week. Mr. Wundenburg's action on your behalf, after you left, was the cause of considerable surprise to me, and I will not believe that it was authorized by you until you confirm it. There were developments of importance after you left. Of some of them you were doubtless apprised. Of others I do not care to speak until after I have had a talk with you. All I care to say now is that my personal preference is in favor of working harmoniously with you, if that can be done without sacrificing what I believe to be the just claims of my associates and myself.

I should be glad to hear from you, and will probably see you in a week or two.

Very truly, yours,

ARTHUR C. GEHR,
Per M. B. THOMPSON,
6 East Madison Street.

EXECUTIVE CHAMBER, TERRITORY OF HAWAII,
Honolulu, October 31, 1902.

Hon. JOHN H. MITCHELL,
*Chairman Subcommittee on Pacific Islands, etc.,
United States Senate, Washington, D. C.*

SIR: The deputy auditor, Mr. H. C. Meyers, is sending you, by my direction, in this mail, a statement of the accounts of the board of health in connection with the bubonic-plague epidemic. This statement is taken from the records of the auditor's office.

Very respectfully,

SANFORD B. DOLE.

AUDITING DEPARTMENT, TERRITORY OF HAWAII,
Honolulu, November 1, 1902.

HON. JOHN H. MITCHELL,

*Chairman Subcommittee of Porto Rico and the
Pacific Islands, Washington, D. C.*

DEAR SIR: By registered mail I send you this day, in compliance with request made by you while in Honolulu, a detailed statement of expenditures connected with the suppression of bubonic plague in the Territory of Hawaii, during the years 1899 and 1900.

I remain, yours, respectfully,

H. C. MEYERS, *Deputy Auditor.*

SAN FRANCISCO, CAL., *November 1, 1902.*

HON. JOHN H. MITCHELL,

*Chairman of the Subcommittee of the
Senate Committee on Pacific Islands and Porto Rico.*

SIR: I inclose a statement made by the managers of the plantations of North Kohala, which will, I think, go far to corroborate the statement which I made before your committee in Washington on the 28th of last April, as shown on page 56 of the record, lines 13 to 16.

Before I arrived in Hawaii, Mr. McCrosson saw the planters and obtained the ratification of the previous petition which was presented to you in Honolulu. After the adjournment of your sessions, with the record and proofs I went to Kohala, and at a public meeting of the planters, held at the Kohala Club, speaking only from the record, I showed conclusively that our methods were more in harmony with the interests of the planters than were those of the Hawaii Ditch Company. At first there was some hesitation about revoking a petition which had subsequently been reaffirmed, but the proof was so strong that the bills introduced in Congress by the Hawaii Ditch Company were not in accord with the understanding of the planters at the time they signed the petition and ratification that the inclosed paper was signed for presentation to you. Mr. Renton is the manager of the Union Mill Company and a large stockholder. Mr. Olding is manager of the Kohala Sugar Company, in which Dr. Bond, whose name does not appear on the petition of the Hawaii Ditch Company, is a large owner. Mr. Hall is manager of Niulii Plantation. Mr. Wight Atkins, who is acting manager for Halawa Plantation in the present absence from Hawaii of Mr. Kay, is a grandson of Dr. Wight, the owner of Halawa. Mr. Bryant is manager of Puakea Plantation, and is the man who obtained for the Hawaii Ditch Company many of the signatures to their petition. Mr. Tulloch is manager of the Kohala Telephone Company. Mr. S. P. Woods, who signed for the Kohala Ranch Company, is a nephew of Samuel Parker, and has, as he told me, a power of attorney to act for his eight brothers and sisters, who own the ranch.

I desire to call to your attention the indorsement and approval of those who were quoted as opposing our interests last year. The signatures which I now present to you are the signatures of the men who, according to the statement of Mr. McCrosson at one of the hearings at the Hawaiian Hotel, approved the plans of the Hawaii Ditch Company and were opposed to us, "probably because they have good

sense." You may remember that at that time, in response to a question put by one of your committee to Samuel Parker, Mr. McClanahan and Mr. McCrosson, each one replied that he was willing to leave the probable users of the water the matter as to whom the right should be granted.

We have been unable to read over the record of the hearings in Honolulu to see if our statements were accurately reported, nor when I left Honolulu on the 21st instant had I received back the exhibits which I handed to the stenographer. Among them is the original copy of the Parker agreement, signed by Mr. Ballou. If convenient I should like to read the record before it is printed.

Last Monday evening at the Occidental Hotel Mr. John T. McCrosson told me that he had positive proof that some of the money which it has been claimed certain of the Territorial officials have embezzled had been used to further our interests in the ditch matter, and that Governor Dole and Secretary Cooper had said that they had been importuned by E. S. Boyd, J. H. Boyd, and W. H. Wright to grant us the license. I have no doubt but that these statements have been conveyed also to your committee.

Regarding the last part of the statement I can not speak of my own knowledge. There is much in the record referring to the attitude of Mr. Boyd, and to that I refer.

That part of the statement referring to the use of the money is absolutely, unqualifiedly, unequivocally, and in each and every particular, untrue.

I asked your committee publicly in Honolulu to investigate these reports. I did not think that in a matter of that kind definite proof would be required, but I did think that our opponents would attempt to offer some kind of an excuse for the outrageous statements which they had made. Instead of that, what did they say? These statements were based, according to the testimony of Mr. McClanahan, a clever lawyer who knows the meaning of words, "solely on vague rumor." This is the testimony of a man who admitted that he was willing to join forces with us because of the pull we were supposed to have with the officials, and thereby, if his belief were true, make himself participant criminis with us.

I now again request that you require the production before you of these proofs, and under oath.

It seems to me that I am entitled to such action by you as will definitely and conclusively settle this question, and show who is before you in this matter with clean hands, as one side or the other is absolutely unworthy of your favorable consideration.

My address for the present will be Riverside, Cook County, Ill.

Very truly, yours,

ARTHUR C. GEHR.

STATEMENT OF THE PLANTERS OF KOHALA, HAWAII, WITH REFERENCE
TO THE SENATE BILL 11997.

NORTH KOHALA, HAWAII, *October 16, 1901.*

Mr. ARTHUR C. GEHR:

The petition which we signed under date of November 14, 1901, requesting the passage of the Hawaii Ditch Company bill, now pend-

ing in Congress, and the subsequent indorsement thereof made a weeks ago, were made and signed under a misapprehension of the concerning the ditch proposition.

e do not approve of the passage of the bill, H. R. 11997, now r consideration by Congress, nor do we think that Congress should t any special legislation of this character.

e approve the passage of a bill like that proposed by Senator ker as a substitute for the said original bill, H. R. 11997.

JAMES RENTON

(For Union Mill Company),

E. E. OLDING

(For Kohala Sugar Company),

ROBT. HALL

(For Niulii Plantation),

T. S. KAY

Per WIGHT ATKINS

(For Halawa Plantation),

H. R. BRYANT

(For Puakea Plantation),

GEO. P. TULLOCH

(For Kohala Telephone Company, Limited),

B. D. BOND, M. D.,

W. P. McDOUGALL,

KOHALA RANCH COMPANY,

Per O. O. WOODS,

HIND, ROLPH & Co.

(Agents for the Kawi Mill and Plantation).

Per J. S. Low, *Manager*.

I hereby pledge myself to return the above to Mr. James Renton within ten days from the date hereof, unless it shall be further indorsed and approved by Theo. H. Davies & Co. and by Castle & Cooke and Henry Waterhouse & Co., of Honolulu.

ARTHUR C. GEHR.

Approved October 2, 1892.

THEO. H. DAVIES & Co, LIMITED,

F. M. SWANZY, *Managing Director*.

Approved:

CASTLE & COOKE, LIMITED,

J. B. ATHERTON, *President*,

Agents Kohala Sugar Company.

Approved:

HENRY WATERHOUSE & Co.,

Agents for Dr. James Wight.

This paper does not contain so many signatures as the petition presented by the Hawaii Ditch Company, but it contains the signatures of those who control and own the lands of North Kohala, for which the water has been promised by both parties.

It does not need padding by the use of twenty names, as I am informed by an old resident, of men who do not own real estate in the district.

COPY LETTER OF T. J. RYAN.

MOUNTAIN VIEW, HAWAII, *October 23, 1902.*

Hon. J. H. MITCHELL,

*Chairman Subcommittee Pacific Islands**and Porto Rico, Portland, Oreg.*

DEAR SIR: Herewith I have the honor to inclose, for consideration by your committee, a written statement made by Mr. J. V. Duintjer, residing near Mountain View, Hawaii, concerning his experience in coming to and remaining in Hawaii. It is rather lengthy and some statements may be immaterial, but I hope you will read it throughout, as his experience is much like many others coming here. Mr. Duintjer is a Hollander, of good education, and I know him to be a truthful man. Besides, I personally know of the manner in which the Oloa Sugar Company treated him. He wrote the statement himself and I copied it for him, as his handwriting, though very excellent, is of such a pronounced German style that it is not easily read by persons not accustomed to it. I could obtain many statements from others along these lines, but I feel quite certain your committee did not fail to see that industrious, independent, educated white men from the United States or Europe are not wanted in Hawaii by the planters.

Instead of encouraging such men to plant such an amount of cane as they would be able to take care of by their own labor and the labor of their families, the planters are determined to force their present plan of operation by Asiatic coolie labor.

Very respectfully,

T. J. RYAN.

STATEMENT OF J. V. DUINTZER.

After residing seven years in the State of Sinaloa, Northern Mexico engaged in the culture of sugar cane for most of the time I got, at last, thoroughly disgusted with the there existing conditions. About that time the annexation of the islands of Hawaii to the United States became a fact, and, consequently, I made up my mind to go there and try again the culture of sugar cane in Oloa, on the island of Hawaii where, in a splendid climate, with sufficient rainfall, under a free and enlightened government, as I thought, would give all the chances for success.

I got my information about Hawaii from the pamphlets and writings edited by the Hawaiian government, which I became convinced afterwards are made up with the only intention to get tourists to the islands, and are, therefore, liable to give a wrong impression of the islands.

After a stay in the islands of three and a half years, personal experience gave me the firm conviction that the present government of the islands is practically the old one, i. e., that it is dominated by the great sugar corporations and that it is not emigration of industrious people but of tourists to the islands that is wanted.

Consequently, the practical settler here soon finds that no helpful hand is given him, but that all things tend to discourage him. That the reason there is a constant influx from the United States to the islands, as the steamer's passenger lists show, and that so few of them remain for any length of time in the islands that the white population does not increase perceptibly.

ing as this influence from the great corporations upon the government here is not broken and a really free and independent government established no settlers should come to these islands. The chances are to one that they will lose both the money they possess and energy and labor expended to the profit of the sugar corporations, of the ways in which this is managed the following experience writer shows:

When I, in February, 1899, arrived in San Francisco, accompanied by son-in-law, his wife, and two children we were, financially, in a weak state, and only the conviction that I, in an emergency, could upon my friend in Holland gave me the courage to start anew. Knowing that the prices asked for furniture in Hawaii, as well as groceries, etc., were far higher than on the coast we resolved to buy furniture in San Francisco. At the steamship office we found that freight rates were charged and above everything else a deposit \$10 for every male steerage passenger was required; all making it possible for us to buy in San Francisco. This deposit is given back upon arrival in Honolulu.^a Nevertheless, it acted as a hindrance to poor settlers wishing to go to Hawaii to make a living, while Asiatic immigrants are helped by free transportation, together with provisions and clothing; also, houses and employment upon their arrival in Hawaii by sugar corporations.

In Honolulu we were confronted by very high prices at boarding houses and high rents, which at once necessitated our seeking employment in some of the many sugar mills as machinist, millwright, or in similar capacity. In the government pamphlets we had previously read that high wages were paid in such situations; then we found the reality that no sugar mill wanted our services at any price. After much traveling, and visiting many offices and mills, we were forced to the conclusion that we were not wanted at all and would be compelled by circumstances to leave the islands if we could not make a living aside of the sugar mills.

Therefore, we resolved to go to the public land office with the intention of taking up government land on the island of Hawaii. There we found that a trip to Hilo was necessary for that purpose, and on the only steamship a round-trip ticket cost \$25. At last we got the information out of Land Commissioner Brown that we could not take government land because we were not American citizens, and that under the existing circumstances we should have to make a trip to Washington, D. C., to take out our first papers of naturalization.

Of course we could not do that, and not the least information or help was given us by such officials to settle on any unoccupied lands or to await the time when the courts were empowered to issue naturalization papers, as we had made it clearly evident that it was our bona fide intention to apply for such naturalization at the first opportunity. Thus we were compelled to try to make a temporary living in Honolulu as best we could.

We did not come to Hawaii with the intention of staying in a luxurious town to be degraded and incorporated in the low classes of an immoral population. Public land we could not have, said the authorities. Land we wanted to possess, and after months and months of diligent and constant search we at last found, as we thought, what we wanted, with conditions, as we thought, would suit us.

^a I understand this deposit is not required since April 30, 1900.

In Hawaii about all the lower land belongs, either in fee or under long lease, to the sugar corporations, and the high lands in the same manner are occupied by the cattle ranches; the remnants, however, there, which are practically useless to either the sugar barons or cattle barons, are divided into very small lots for settlers at a low price per acre, and usually 8 per cent interest, payable semiannually in advance.

In trying to obtain one of these small lots, perhaps 50 acres, the settler is placed in competition with a horde of speculators, who live in the towns—merchants, doctors, lawyers, preachers, mechanics, school-teachers—who never live on the land, rarely clearing as much as 5 acres, and building a small board shanty in which they place a Japanese or Chinese to do a little work on the lot, and after a year or two of this kind of residence a patent for the land is awarded them. In this way an extortionate price can be obtained for these lots, no matter how small they may be or how useless they may be to an actual settler who must live on the land and earn money enough to pay for it and support his family out of the uncertain crops he may raise, with practically no market in which to sell. All his products are at the mercy of the small local market and in open competition with similar products raised by Japanese and Chinese. This class of speculators are allowed to take up and hold these lands to-day because they pay the extortionate price required by the government out of income in which they do not and could not earn out of cultivation of the land; therefore, bona fide settlers are prevented from obtaining lands, and if perchance they do obtain them, they are driven out by competition of Chinese and Japanese tenants of the speculators. After much of this kind of experience the settlers are obliged to return to the mainland. Those who can not afford to return are compelled to take what they can get; very often undesirable locations and an area insufficient to maintain a home for himself and family even if he got the land for nothing.

From one of the class of speculators above mentioned, a mechanic residing in the town of Hilo, we bought a lot of land known as government lot No. 3 of a certain map, the area of said lot being 50 acres and located about 11 miles from Hilo on the Volcano road, to which we agreed to pay \$5,000 in United States gold coin. He acquired this land about one year before on a right-of-purchase lease from the local government, said lease running twenty-one years, for which he paid \$500.

Only 1 acre of it was planted in cane when we bought it, and a small dwelling house, worth about \$100; as for the rest, it was in its wild original state, overgrown with ferns, trees, underbrush, and vines. We had to pay down \$1,000 in cash and the balance in five years, or \$200 per year.

Being, myself, unable to furnish the cash, I wrote to my friend in Holland, but was disappointed by his answer that he was unable to send it just then on account of the stringency of the money market in Holland caused by the South African war.

Forced by the seller of the land into the almost hopeless dilemma of trying to obtain the money on any terms or conditions or losing all the money and work I had put in the place, I set about to raise the money.

As security I could offer a chattel mortgage on the cane crop grown

on the land. My predicament was known to everyone in the neighborhood, and very soon I received information that the head luna (and boss of field work) of the Olaa Sugar Company would furnish me the money.

Ultimately I got it from him by giving a chattel mortgage for \$2,000, bearing interest at 5 per cent. He told me that he did not have the money himself but would borrow it from the other lunas (field bosses under him). All these lunas were working on the plantation of the Olaa Sugar Company.

Soon afterwards he produced one of these lunas and gave him a written document—bill or note for \$1,000 due after two years—and under such circumstances I was forced to sign it as security or indorser.

I am now convinced, and surely believe, that it was only to make this man my executor in the future, and only to cover up the corporate checks of the Olaa Sugar Company.

Upon the fixed day this man was at the lawyer's office with the money (\$1,000), but only partly in gold coin. Four o'clock that p. m. was the time limit for making the payment and the seller of the land stood ready to foreclose the mortgage I had given him for the purchase price if payment was not made. By such foreclosure he could take the land, buildings, improvements, and growing crops without any payment to me therefor. There is no equity of redemption or no time allowed in which to redeem from a foreclosure sale under the laws of Hawaii.

When the time for payment had nearly expired, all of a sudden, without my knowledge, J. F. Clay, head bookkeeper of the Olaa Sugar Company, rushed into the lawyer's office in Hilo from his place of business, 8 miles distant, and brought the needed \$1,000 in United States gold coin, then, after saying to me, "Now all your troubles are over," rushed out again as suddenly and unexpectedly as he came.

I executed the chattel mortgage for \$2,000, receiving therefor \$1,000 in gold and \$1,000 in usury. In fact, usury is not an adequate name for it.

While I very much disliked to undertake the payment of this usury, I could not help it, and then only thought that the head luna was trying to make that much out of me, which would be bad enough; but if I had been at that time able to see through all of it, I should have stopped work and expenses. As it was, it furnished a sort of respite, and I foolishly proceeded to work again caring for the growing crop of cane, the sale of which I had previously contracted with the Olaa Sugar Company.

At the time of executing the said chattel mortgage I was not able to recognize the powerful influence that constantly bore down upon me, nor had I an inkling that a conspiracy had been concocted by the Olaa Sugar company through its employees to not only accomplish my ruin financially, but to secure more improvements and care of the crop until maturity, paying only the needed groceries and clothing for my work and cash expended, ultimately to take the land, improvement, and crop at the price fixed by themselves, and at a time when it was utterly impossible for me to get out of their clutches. Right here I ought to state that this land was surrounded by the cane fields of the Olaa Sugar Company and about 2 miles to its mill.

After this experience I felt unsafe and uneasy, so I resolved to sell the place, concluding that I ought to get \$3,000, as I had a crop estimated at 1,000 tons of cane nearing maturity. In fact, it was fully

ripe and ready for mill and under contract as before stated—the Olaa Sugar Company, to be taken when ripe.

At this juncture I began to see into the designs of this company the result of the conspiracy, but it was too late.

The sugar company refused and neglected to take my crop at time to enable me to make the second payment of \$8,000 on the land, delayed taking it beyond all reason. I advertised my land for sale in the newspaper, and I found that the head luna, above referred to, told everywhere that I could not sell the land; that I could not get good title; that the buyer could never sell the cane, as the mill was under no obligation to take it unless the company saw fit to do so.

So that after some delay I was forced to the conclusion that I could not make a sale or exchange for other land, and that I was body and soul in the hands of the said head luna and the Olaa Sugar Company.

This sufficed to convince me that I must give up all hope, and I now have the certainty that I was completely in their trap with no means of escape only on their terms, and that the sugar company was the only party able to buy my land, and it was in a position to name the price, and any more work or money invested by me would only go to enrich the company, and, perhaps more particularly, the officers and head employees who put up the job.

Therefore I offered to sell the land to the head luna for \$8,000, and he offered me in return \$8,000 for the land, including improvements, together with the standing crop of cane ready for mill, which should have been taken long before by the mill, and for which I should have had my money.

Month after month passed, still he refused to offer any more. I then went to the manager of the plantation and told him how his head luna had treated me, and it only resulted in his giving his opinion that he could do nothing for me; that his head luna was a very fine man, and that the land and crop was not worth any more money. Even J. I. Clay, the head bookkeeper, had the impudence to say to me: "If I were you, Mr. Duintjer, I would go bankrupt."

After much trouble, I finally got a value of \$9,000 for land, crop and all, out of which all debts against the place, including the \$1,000 usury and interest, was deducted, and for my equity I had to take part of it in lumber and transportation and sundry other things.

I closed the deal, glad to get back my freedom, even at a cost of two years' hard work for two men, besides \$1,500 lost in the operation.

Still, being in the islands and starting anew, I am still subject to the conditions forced upon all other poor settlers here by the sugar interests through their influence with the present government of the Territory, and from which it seems almost impossible to extricate ourselves.

After I sold the land I was able to take out my first papers of naturalization, which qualified me under the law to take up government or public land, and, being compelled to move, I had no other choice.

I went to the public lands office at Hilo only to find that there was but little of the public land surveyed and open to settlement, and that along the only road was all taken up, and I also found that all the parties having taken it, with but few exceptions, resided in Hilo and were not occupying the land, as the law directs, but I could do nothing about it, as there is no contest law in Hawaii by which the cancellation of abandoned or illegal entries can be brought about. So that I, as

a bona fide settler, was compelled to take the choice of back lots at from 1,000 to 3,000 yards back from the road; besides, through the arbitrary order of the Territorial land commissioner, I was only allowed to file on 50 acres, while the law plainly gives me the right to file on 100 acres—this land being at an elevation of about 2,200 feet above sea level, of poor soil, and overgrown by a very heavy growth of worthless brush, interwoven with vines and underbrush, and which costs at least \$100 per acre to clear ready for plow.

For this 50-acre lot I filed upon I was obliged to enter into an agreement with the Territorial government to pay at the rate of \$8 per acre and pay interest thereon at the rate of 8 per cent semiannually in advance, located at least half a mile back from the road, and the only means of communication with the outside world being a fern trail as marked by the surveyors and only fit for the passage of pedestrians and pack animals.

Every 1,000 yards over this trail means an expenditure to the settler for the transportation of lumber for his house and moving his furniture, etc., of from \$50 to \$75. Outgoing produce, if I can ever get it and sell any, will be likewise expensive; besides, when the settler raises a crop even on public land, for which he has not yet obtained title, the laws in Hawaii allow a tax to be levied and collected on the crop whether harvested or not. Every settler must of necessity employ some pack animal for want of roads, while the centralized government collects the road taxes from the settlers and takes the funds to Honolulu never to be seen again. The same is true of the school taxes, and in my neighborhood there are upward of 65 children of school age, with the only schoolhouse at Mountain View, fully 8 miles away from most of them. The officials of Hawaii have in the past, and do at the present, boast of their interest in education, yet here is a sample of their methods and here is the hope of bringing up a rising generation under the American flag to be qualified and useful citizens upon whom must devolve the responsibility of maintaining our now free and unequalled institutions of government. Can the American people through an American Congress longer tolerate such a condition as is put forth by public officials in Hawaii? The present condition of ourselves is hard enough, but the future for our children is far more perplexing.

I admit that with this complaint I should suggest some remedy within the jurisdiction of Congress and the Administration at Washington. Therefore I suggest that Congress should promptly take the public domain in Hawaii out of the hands of Territorial officials, who are under the absolute control of the sugar and cattle barons, and place it under the jurisdiction and control of the General Land Office at Washington, where it constitutionally belongs; that all the public lands in Hawaii be surveyed without delay for settlement purposes; that the proceeds from the sale or other disposition of the public lands in Hawaii be made to constitute a fund for school and road purposes, to be expended only in the districts where the land is taken by actual bona fide settlers, and not in any town or city; that the price, if any, on public land taken by bona fide settlers be made nominal, with no interest, and such payment to be made in not less than five years; that the strictest law possible be enacted and enforced to prevent speculation in and monopoly of the public lands, both as to individuals and corporations; that laws should be devised, enacted, and

enforced to gradually supplant coolie labor by citizen labor, and attention of the President should be called to the fact that the governor of this Territory failed, neglected, and refused to sign a good sufficient bill organizing this Territory into counties, which was passed by both houses of the last Territorial legislature and placed in the hands of the governor before the end of the regular session, the only shabby excuse offered by the governor being that he did not have time to read it. By the terms of the bill, which was modeled after the statutes organizing counties in States and Territories on mainland, the citizens and settlers could control the expenditure of local taxes raised for road, school, and other local purposes, by which we could easily maintain schools for our children at least, and to a small extent participate in conducting public affairs, which to my mind is a right as well as a privilege of every American citizen. In fact, when I foreswore allegiance to my native country I presumed that I was entering upon the duties and participating in the privileges and rights of an American citizen, but I find in Hawaii all that is a dream, and there is not a monarchy in all Europe possessing absolute and dictatorial powers vested in the Hawaiian oligarchy.

In view of all these facts, is it asking of Congress too much when we respectfully request that these conditions, totally un-American, be speedily changed, and that even the delay thus far has caused much loss, anxiety, and misery among the very people who make up the mainstay of any country, and whose voice is scarcely heard in official circles in Hawaii, much less at Washington?

Very respectfully, yours,

J. V. DUNN

Hon. J. H. MITCHELL,

Chairman, Subcommittee on Pacific Islands and Porto Rico.

MOUNTAIN VIEW, HAWAII, October 14, 1902.

HILO, HAWAII, October 21, 1902.

Hon. JOHN H. MITCHELL,

Chairman of the Subcommittee of the

Committee on Pacific Islands and Porto Rico,

United States Senate, Portland, Oregon.

MY DEAR SENATOR: Somewhere among the first questions which you put to me after I took the stand to be examined by you during your recent visit in Hilo, you asked me something like this:

"Suppose two vacancies on the supreme bench were to occur, would they call two lawyers?"

As I remember, I told you that they would, and recalled to my mind the case of *Brown v. Brown* (11 Hawaiian, 47), in which W. Castle of the Honolulu bar, and Mr. Paul Neumann, of the same place, sat in place of Chief Justice Judd and Justice Frear, disqualified. In that case the opinion of the court was rendered by Mr. Paul Neumann and there was no dissenting opinion.

Then you asked me the further question:

"Supposing to-morrow, before the case is finished, the chief justice is stricken ill, can the two remaining members of the bar continue the case?"

I told you they could. I also called your attention to the fact, if I not forget, that there was a case recorded in our books where two members of the bar wrote the opinion of the court, and the only remaining justice upon the bench rendered a dissenting opinion. As I remember my evidence, I qualified it by saying that I was not quite sure, but in my opinion it was true.

Since that time I have found the case to which I referred. It is titled "Kahului Railroad Company, a corporation, v. Hawaiian Commercial and Sugar Company, a corporation, and John F. Hackfeld." The exceptions were taken from the circuit court of the first circuit, and the case was submitted to the supreme court September 29, 1898, and decided by them April 10, 1899. In that case Mr. Justice Whiting was the only member of the supreme court bench proper. He presided at the trial. A. G. M. Robertson, esq., of the Honolulu bar, sat in place of Chief Justice Judd, disqualified, and J. T. De Bolt, esq., in the same place, sat in place of Frear, justice, absent. Mr. J. T. De Bolt wrote the opinion of the court, which was concurred in by Mr. Robertson, and Mr. Justice Whiting delivered a dissenting opinion in the case. This case is to be found at page 749 of volume 11 of the Hawaiian Supreme Court Reports, and you can find it in the Supreme Court library in the basement of the Capitol at Washington.

My object in sending you this is simply to intensify the fact that those of us who have given the matter attention are in no sense overstating the facts, even though they seem to be almost incredible, and therefore submit them to you, either that you can make them an exhibit in support of my statement or as a reference, where you can verify the statement if you deem it expedient to do so.

There can be no question, first, that all the members of our supreme court should be Americans, and second, that the statute should provide that, if in the case of sickness, absence, or other disqualification on the part of any justice of the supreme court, that the chief justice, or in case he be disqualified, the presiding justice, should be authorized to swear into office for that case some member of the circuit court bench, who during that case should have all the rights, privileges, and power conferred upon the regular justices of the supreme court, or that the supreme court membership should be increased to five members, so that a quorum could not be broken by the sickness, absence, or disqualification of a member.

Mr. Justice Galbraith is practically the only American on the supreme bench. Mr. Justice Perry is a Portuguese, born in the islands. Mr. Justice Frear was born in Oakland, Cal., and was brought to the islands when he was two years old, and has been here practically ever since. All his interests, all his family ties and family interests, social, financial, and personal, are measured by the same mental horoscope that is characteristic of any other native to the manor born.

With regards, I am,

Very respectfully, yours,

GILBERT F. LITTLE.

EXHIBIT —.

REPORT OF THE GOVERNOR OF THE TERRITORY OF HAWAII

EXECUTIVE CHAMBER, TERRITORY OF HAWAII.
Honolulu, September 30, 1901.

SIR: I have the honor to transmit, in response to your letter of July 5, the following report of the affairs, progress, and development of the Territory of Hawaii for the fiscal year ending June 30, 1901.

POPULATION.

From the United States Census Report for 1900, and other sources, I have obtained the following interesting data on this subject:

Increase of population, by sexes, from 1890 to 1900.

	1890.	1900.	Increase.	Per cent.
Males	58,714	106,369	47,655	81.2
Females.....	31,276	47,632	16,356	52.3
Total.....	89,990	154,001	64,011	71.1

Percentage of sexes to whole population, 1890 and 1900.

	Males.	Females.
1890.....	65.2	34.8
1900.....	69.1	30.9

Distribution of population, by islands, in 1890 and 1900.

	Hawaii.	Kauai and Niihau.	Maul, Molokai, and Lanai.	Others.
1890	26,754	11,859	20,183	1,194
1900	46,843	20,734	27,920	1,504
Increase	20,089	8,875	7,737	300

Number of females to 100,000 males, 1890 and 1900.

1890	53.29
1900	44.78
Relative decrease.....	16.48

Population by sex, nativity, and race, 1900.

males	106,369
native born	47,632
foreign born	63,221
foreign white	90,780
.....	12,749
Total	154,001
native white:	
Native parents	37,918
Foreign parents	16,223
Chinese	25,767
Japanese	61,111
negroes	233

The designation "Native white—native parents," used in the report of the United States Census for 1900, means native white persons having both parents native born, one parent native born, and one birthplace unknown, or both parents, birthplace unknown; while the designation "Native white--foreign parents," means native white having one or both parents foreign born.

Hawaiians and part Hawaiians are included with native-born white persons having one or both parents native born, as "Native white."

Increase of native and foreign born population from 1890 to 1900.

	1890.	1900.	Increase.	Per cent.
native born.....	48,117	63,221	15,104	31.4
foreign born.....	41,873	90,780	48,907	116.8

Percentage of native and foreign born to whole population.

	Native born.	Foreign born.
1890	53.5	46.5
1900	41.1	58.9

Number of foreign born to 100,000 native born.

1890	87,023
1900	143,592
Relative increase	56,569

Percentages of native white—native parents; native white—foreign parents; foreign white, and Chinese, Japanese, and negroes of total population, 1900.

Native white—native parents.....	24.6
Native white—foreign parents.....	10.5
Foreign white.....	8.3
Chinese, Japanese, and negroes.....	56.6

Percentage of native and foreign white of whole population for 1890 and 1900.

Year.	Total white.	Native white.	
		Native parents.	Foreign parents.
1890	67.4	38.3	13.3
1900	43.4	24.6	10.5

This decrease is due to the large immigration of Chinese and Japanese, particularly the latter.

Males and females of all nationalities in 1890 and 1900.

	Males.		Females.		Total.
	1890.	1900.	1890.	1900.	1890.
Hawaiians	18,364	15,642	16,072	14,157	34,436
Part Hawaiians	3,085	3,971	3,101	3,886	6,186
Caucasians	11,889	16,531	8,811	12,288	20,700
Chinese	14,522	22,296	779	3,471	15,301
Japanese	10,079	47,508	2,281	13,603	12,360
South Sea Islanders	404	263	184	162	567
Negroes .....	.....	158	.....	75	.....
Other nationalities	371	.....	48	.....	419
Total	58,714	106,369	31,276	47,632	89,990

Percentages of the sexes to total number of each class.

	Males.		Females.	
	1890.	1900.	1890.	1900.
Hawaiian	53.3	52.5	46.7	47.5
Part Hawaiian	49.9	50.5	50.1	49.5
Caucasian	57.3	57.4	42.7	42.6
Chinese	94.9	86.5	5.1	13.5
South Sea Islanders	68.7	63.4	31.3	36.6
Japanese	81.5	77.7	18.5	22.3
Negroes .....	.....	67.8	.....	32.2
Other nationalities	88.5	.....	11.5	.....

Foreign-born population according to country of birth.

Africa	22	Italy .....	.....
Asia ^a	5	Japan	5,000
Atlantic islands	1,156	Mexico .....	.....
Australia	130	Norway .....	.....
Austria	225	Pacific islands ^b .....	.....
Belgium	18	Poland .....	.....
Canada, English	339	Portugal	6,500
Canada, French	12	Roumania .....	.....
Central America	7	Russia .....	.....
China	27,741	Scotland	4,000
Cuba	4	South America .....	.....
Denmark	72	Spain	2,000
England	739	Sweden	1,000
Finland	28	Switzerland .....	.....
France	100	Turkey .....	.....
Germany	1,154	Wales .....	.....
Greece	55	West Indies .....	.....
Holland	19	Other countries .....	.....
Hungary	5	At sea .....	.....
India	15		
Ireland	225		
		Total	90,700

^a Except China, Japan, and India.

^b Except Philippine Islands.

Distribution of foreign-born population according to country of birth.

	Atlantic Islands.	Austria.	Canada and New-foundland.	China.	England.	Germany.	Ireland.	Japan.	Norway and Denmark.	Pacific Islands.	Portugal.	Scotland.	Spain.	Sweden.	Other countries.	Total.
Si...	522	99	79	4,202	142	135	25	21,314	81	a 49	2,217	163	54	40	162	29,234
ai...	154	64	9	2,988	49	71	15	10,465	44	161	1,032	39	27	9	64	15,191
ai...	12	....	2	77	6	11	4	882	6	11	6	1	....	2	9	529
...	392	36	238	11,209	507	603	172	14,837	139	309	2,530	185	109	85	503	31,354
...	76	26	11	3,265	35	334	9	9,735	50	63	727	88	12	4	84	14,469
u...	....	....	....	....	....	....	....	1	....	....	....	1	....	....	1	3

a Except Philippine Islands.

Number of Chinese and Japanese in 1890 and 1900.

	1890.	1900.	Increase.	Per cent.
ese	17,002	25,767	8,765	51.5
ese	12,360	61,111	48,751	394.4

Number of Chinese, Japanese, and negro males and females, 1900.

	Chinese.	Japanese.	Negro.
...	22,296	47,508	158
...	3,471	13,603	75
Total	25,767	61,111	233

Density of population to square mile, 1890 and 1900.

0	13.9
0	23.9

Population of Honolulu, 1890 and 1900.

	Males.	Fe-males.	Native born.	Foreign born.	White.	Chi-nese.	Japa-nese.	Ne-groes.	Total.
...	24,746	14,560	21,876	17,435	23,916	9,061	6,179	147	22,907
...									39,306

Foreign-born population of Honolulu according to country of birth.

ica	8	Finland	8
a	1	France	78
lantic islands	329	Germany	553
ustralia	91	Greece	45
stria	34	Holland	11
lgium	8	Hungary	2
nada (English)	225	India	8
nada (French)	4	Ireland	162
ntral America	2	Italy	54
ina	6,842	Japan	5,595
iba	3	Mexico	10
nmark	48	Norway	69
ngland	468	Pacific islands, except Philippine.	293

Foreign-born population of Honolulu according to country of birth—Continued

Poland.....	7	Switzerland.....	
Portugal.....	2,081	Turkey.....	
Roumania.....	2	Wales.....	
Russia.....	22	West Indies.....	
Scotland.....	148	Other countries.....	
South America.....	11	Born at sea.....	
Spain.....	72		
Sweden.....	77	Total.....	17,4

Persons of school age 5 to 20 years, classified by nativity and race.

Native born.....	2
Foreign born.....	5,4
Native white:	
Native parents.....	12,7
Foreign parents.....	9,7
Foreign white.....	1,6
Chinese and Japanese.....	9,2
Negro.....	
Total.....	22,7

Percentage of native and foreign born, native white—native parents, native white—foreign parents, Chinese, Japanese, and negroes of school age, for 1900.

Native born.....	74
Foreign born.....	25
Native white:	
Native parents.....	57
Foreign parents.....	23
Foreign white.....	5
Chinese, Japanese, and negroes.....	15

Percentage of persons attending school of total persons 5 to 9, 10 to 14, and 15 to 20 years of age, respectively.

5 to 9 years.....	57
10 to 14 years.....	74
15 to 20 years.....	12

Illiteracy in the population 10 years old and over.

Males.....	31
Females.....	26
Native white.....	5
Foreign white.....	4
Chinese, Japanese, and negro.....	41
Total.....	20,1

Population 10 years old and over who can not speak English.

	Total pop- ulation 10 years old and over.	Total.	Native born.		Foreign born.	
			Males.	Females.	Males.	Females.
Hawaiians.....	23,386	10,965	5,320	5,641	1	
Part Hawaiians.....	4,701	808	123	185		
Caucasians.....	20,898	3,901	100	142	1,682	1,777
South Sea Islanders.....	381	218	1	2	122	6
Chinese.....	22,840	15,996	91	119	14,405	1,482
Japanese.....	55,397	47,746	12	22	38,181	9,543
Negroes.....	165	14	6	2	6	
Aggregate.....	127,768	79,148	5,653	6,113	54,397	12,988

Conjugal condition of the population 15 years of age and over.

	Total.	Single.	Married.	Widowed.	Divorced.	Unknown.
.....	88,450	52,800	32,464	2,493	247	446
en	30,880	4,655	24,048	1,998	120	59

Percentage of single, married, widowed, divorced, and unknown men and women 15 years of age and over.

	Single.	Married.	Widowed.	Divorced.	Unknown.
.....	59.7	36.7	2.8	0.3	0.5
men	15.1	77.9	6.4	.4	.2

Of males over 10 years old 90.4 per cent and of females over 10 years old 17.6 per cent are engaged in occupations for profit. There were in 1900, 32,336 dwellings in the Territory, with an average of 4.8 persons to a dwelling, and in the same year there were 7,763 private families with an average of 3.7 persons each.

Total dwellings and private families in Honolulu and persons to a dwelling and to a family, 1900.

Total population	39,306
Total dwellings	6,966
Private families	7,161
Persons to a dwelling	5.6
Persons to a private family	4.5

Arrivals and departures of Chinese and Japanese for the year ending June 30, 1902.

	Chinese.			Japanese.			Total.		Grand total.
	Men.	Women.	Children.	Men.	Women.	Children.	Chinese.	Japanese.	
Arrivals from the Orient	260	14	6	6,355	3,877	668	280	10,900	11,180
Departures for the Orient	1,606	99	181	2,992	732	607	1,886	4,331	6,217
Departures for San Francisco .....	.....	.....	.....	560	32	8	.....	600	600

RECAPITULATION.

	Total arrivals.			Total departures.		
	Men.	Women.	Children.	Men.	Women.	Children.
Chinese	260	14	6	1,606	99	181
Japanese	6,355	3,877	668	3,552	764	615
Total	6,615	3,891	674	5,158	863	796

NATIVE HAWAIIANS.

Year.	Hawaiians.			Part Hawaiians.		
	Total.	Males.	Females.	Total.	Males.	Females.
1890	34,436	18,364	16,072	6,186	3,085	3,101
1895	31,019	16,399	14,620	8,485	4,249	4,236
1900	29,799	15,642	14,157	7,857	3,971	3,886

Arrivals and departures of Chinese and Japanese, etc.—Continued.

PERCENTAGE.

	1890.		1896.		1900.	
	Males.	Females.	Males.	Females.	Males.	Females.
Hawaiian	53.3	46.7	52.9	47.1	52.5	47.5
Part Hawaiian	49.9	50.1	50.1	49.9	50.5	49.5

FINANCES.

Appropriations.

	Appropriation.	Drawn.	Balance.
Permanent settlements	\$17,000.00	\$7,525.00	\$9,475.00
Office of the secretary of the Territory	83,600.00	7,205.70	76,394.30
Judiciary department	167,420.00	86,165.35	81,254.65
Department of the attorney-general	620,280.00	260,068.97	360,211.03
Treasury department	426,620.00	133,460.16	293,159.84
Department of public works	2,678,071.58	705,341.73	1,972,729.85
Department of public instruction	84,475.00	309,263.01	55,212.99
Commissioner of public lands	38,710.00	13,798.80	24,911.20
Commissioner of agriculture and forestry	34,632.00	12,670.33	21,961.67
Survey department	73,850.00	30,145.34	43,704.66
Board of health	621,166.00	227,799.23	393,366.77
Band	47,246.00	18,870.83	28,375.17
Military	20,070.00	7,895.09	12,174.91
Auditing department	31,000.00	12,092.13	18,907.87
Fire claims commission	1,514,750.93	12,323.55	1,502,427.38
Warrants outstanding, not presented June 30, 1901	176,495.45	175,728.67	766.78
Expenses extra session legislature, 1901	24,223.28	24,213.17	10.11
Unpaid bills and claims June 30, 1901	100,549.36	92,599.98	7,949.38
Outstanding contracts	28,373.95	22,479.95	5,894.00
Total	7,496,033.55	2,159,646.99	5,336,386.56

Cash statement July 1, 1901, to June 30, 1902, current account.

RECEIPTS.

Cash on hand July 1, 1901		\$75,944.44
Tax bureau:		
Oahu collections	\$926,227.56	
Maui collections	186,411.97	
Hawaii collections	363,385.65	
Kauai collections	182,081.91	
		\$1,658,107.09
Treasury collections:		
Licenses	142,736.25	
Realizations	26,024.99	
Revenue Stamps	61,095.00	
		229,856.24
Public instruction:		
Book account	4,844.60	
Rents	1,077.50	
Tuition fees	288.00	
		6,210.10
Harbor master, Honolulu:		
Wharfage	56,531.97	
Towage	1,942.65	
Pilotage	33,176.09	
		91,650.71
Public works office:		
Rents	45,433.24	
Realizations	5,654.43	
Land sales	36,459.00	
Sewerage	13,999.83	

Cash statement July 1, 1901, to June 30, 1902, current account—Continued.

RECEIPTS—continued.

ic works office—Continued.

Excavator	\$8,503.40	
Weights and measures	235.25	
Honolulu market	13,432.10	
Garbage	4,970.50	
		\$128,687.75
s and costs		82,612.65
ene warehouse, Honolulu		5,884.44
ene storage, Hilo		538.22
urage, Hilo		2,664.45
olulu waterworks		97,501.15
waterworks		6,292.20
ea waterworks		275.00
pahoehoe waterwork		157.50
luku waterworks		4,196.75
veyance bureau		17,658.50
d revenue		103,886.69
d sales		13,036.49
on receipts		381.80
istry of brands		45.00
ernment realizations		20,397.08
der storage, Honolulu		2,735.60
der storage, Hilo		397.40
Total receipts July 1, 1901, to June 30, 1902		\$2,473,172.81

EXPENDITURES.

ermanent settlements	\$8,500.00	
retary of Territory	8,020.42	
iciary department	108,077.25	
asury department	29,531.21	
editing department	13,451.13	
nveyance bureau	9,599.47	
x bureau	63,300.33	
blic works department	776,174.72	
vernor	30,738.13	
blic grounds	7,475.26	
riculture and forestry	14,233.00	
re department	66,937.82	
rvey department	33,500.44	
ureau of waterworks	63,640.10	
blic lands commission	15,950.70	
orney-general	309,672.62	
blic instruction	376,496.26	
ard of health	273,809.96	
Total, being warrants issued by auditing department		\$2,208,108.82
warrants outstanding July 1, 1901		176,495.45
Total		2,384,604.27
warrants outstanding June 30, 1902:		
Of last period	766.78	
Of this period	296,661.09	
		297,427.87
alance, being amounts of warrants paid by treasury:		
Of last period	175,728.67	
Of this period	1,911,447.73	
		2,087,176.40

Cash statement July 1, 1901, to June 30, 1902, current account—Continued.

EXPENDITURES—continued.

Interest on bonded debt, commission, etc..	\$48, 257. 42
Expenses legislature, 1901.....	24, 213. 17
Land sales (transferred to special deposit)	13, 036. 49
Road tax (transferred to special deposit) ..	89, 353. 00

Total, being amount of cash disbursements by treasury, other than by warrants..... **\$174, 860. 08**

Total cash disbursements..... **\$2, 262, 169.**

Cash on hand June 30, 1902..... **287, 111.**

Loan fund account.

Cash on hand July 1, 1901..... **\$150**
Outstanding warrants paid..... **150**

Cash on hand June 30, 1902..... **287, 111.**

Subdivision of tax receipts.

Real estate.....	\$532, 617.
Personal property	571, 248.
Insurance.....	3, 846.
Carriages	8, 541.
Carts and drays	7, 547.
Road tax	92, 504.
School tax	92, 502.
Poll tax	46, 254.
Dog and dog tags.....	4, 525.
Ten per cent penalty	9, 586.
Advertising costs	587.
Income tax	287, 396.
Court costs.....	937. 4
Total	1, 658, 107. 0

Property subject to ad valorem taxes according to assessment appraisements.

Real estate.....	\$52, 823, 352. 00
Personal estate.....	57, 565, 226. 00
Total	110, 388, 578. 00

Statement of bonded indebtedness from July 1, 1901, to June 30, 1902.

	Balance July 1, 1901.	Paid by United States Government.	Balance June 30, 1902.
Loan act of—			
October 15, 1886.....	\$990, 800	\$5, 800	\$985, 000
August 15, 1888	2, 000	2, 000	0
October 24, 1890	4, 000		4, 000
September 7, 1892.....	18, 800	18, 700	100
January 1, 1893	6, 000	6, 000	0
June 13, 1896.....	936, 000		936, 000
Total	1, 962, 600	27, 500	1, 935, 100

Statement of settlements by United States Government to June 30, 1902.

Amount of Hawaiian debt assumed by United States Government ...	\$4,000,000.00
Amount of bonds taken up, July 1, 1901, to June 30, 1902	\$27,500.00
Amount of bonds taken up previous to July 1, 1901	2,222,800.00
Total bonds taken up June 30, 1902	\$2,250,300.00
Amount paid to Postal Savings Bank depositors	764,570.31
Total settlement by United States Government	3,014,870.31
Amount due to be settled by United States Government	985,129.69
Amount of Hawaiian bonded debt for which the Territory of Hawaii remains liable	939,970.31

Comparative statement of taxes collected from all the taxation divisions.

	July 1, 1899, to June 30, 1900.	July 1, 1900, to June 30, 1901.	July 1, 1901, to June 30, 1902.
Real estate	\$383,030.84	\$444,061.63	\$582,637.09
Personal property	877,730.12	490,392.69	571,248.69
Insurance tax	2,882.60	3,223.65	3,846.00
Land tags	6,018.85	4,135.86	4,325.19
.....	69,303.00	49,922.00	46,299.00
.....	138,429.00	99,838.00	92,592.00
Percent penalties	8,941.83	7,699.43	9,586.27
Advertising costs	1,157.00	1,595.15	587.15
.....	.....	.....	937.90
.....	6,083.00	7,387.50	8,470.00
.....	6,808.00	7,226.00	7,617.00
.....	138,322.00	99,844.00	92,594.00
Total	1,138,706.24	1,215,325.91	1,370,740.29

This table exhibits the annual increase for a period of three years of receipts on account of real and personal property subject to ad valorem taxes, and an account of insurance business and certain classes of personal property subject to special taxes, and the annual decrease for the same period of poll, school, and road taxes. An income tax was imposed by the legislature of 1901 by which \$287,366.80 was realized during the fiscal year.

COMMERCE.

The shipments of merchandise, not including specie, for the past year are less in value than that of the shipments of the year ending June 30, 1901, by \$3,260,695.43. All of this falling off in the value of merchandise shipped from the Territory during last year, except \$6,885.02, is chargeable to the one item of sugar and is due solely to decrease in the market value of that article and not to a diminished production, the sugar shipped the past year being 720,553,357 pounds, against an aggregate shipment of 690,879,234 pounds of the year before, or an increase of 29,674,123 pounds.

The following items also show a falling off from the figures of value of the preceding year, as follows:

Rice	\$7,105.00
Coffee	185,253.27
Wool	71,503.94
Honey	3,315.00
Molasses (none shipped the past year)	4,615.00
Fruit	10,006.65
Curios (none shipped the past year)	1,696.00
Total decrease	283,494.86

The following items show an increase in value of shipments of the preceding year, as follows:

Hides	\$1,414
Sundries.....	195,14
Total.....	196,64

The difference of \$86,885.02 shows the actual falling off in value of shipments other than sugar of the past year as compared with the year before.

Of the total value of shipments, not including specie, from the Territory during the past year of \$24,793,735, \$38,813 represents value of foreign merchandise shipped, as against a value of \$24,754,922 of domestic merchandise shipped. Of this total value the shipments to foreign countries were worth \$63,547, and those to the mainland were worth \$24,730,188.

I am indebted to the courtesy of the collector of customs for the district of Hawaii for the following tables:

Total value of all articles exported from the Territory of Hawaii and imported from foreign countries for the year ending June 30, 1902.

	Exports.	Imports.
United States.....	\$24,730,188	10,000,000
Great Britain		2,000,000
British colonies.....	33,928	5,000,000
Germany	1,461	4,000,000
Hongkong	9,547	1,000,000
Japan.....	8,106	9,000,000
Chile		5,000,000
France.....		1,000,000
Other countries.....	10,505	2,000,000
Total.....	24,793,735	24,000,000

a No record.

Total value of merchandise shipped to the United States and exported to foreign countries during the fiscal year ending June 30, 1902.

	Quantity.	Value.
	Pounds.	
Sugar, raw	720,553,357	\$23,920,125
Coffee	1,210,098	12,000,000
Rice	342,300	1,000,000
Fresh fruits		10,000,000
Honey		1,000,000
Hides	1,099,763	5,000,000
Wool.....	851,418	3,000,000
Other		541,500
Total merchandise		24,793,735
Total exports, specie		157,000
Total.....		24,950,735

Exports for year ending June 30, 1902:

Domestic merchandise—	
To foreign countries	\$54,305
To United States	24,700,530
Foreign merchandise—	
To foreign countries	9,100
To United States.....	29,621
Total.....	24,793,735
Specie.....	157,000

Domestic exports to the United States for year ending June 30, 1902.

	Quantity.	Value.
	<i>Pounds.</i>	
raw	720,553,357	\$23,920,113
.....	1,082,794	114,290
.....	340,600	15,347
fruits .....	.....	65,732
.....	.....	5,847
.....	1,099,763	78,418
.....	351,418	38,681
.....	.....	462,184
Total .....	.....	24,700,557

Domestic exports to foreign countries for year ending June 30, 1902.

	Quantity.	Value.
	<i>Pounds.</i>	
.....	127,304	\$12,354
.....	1,700	75
h fruits .....	.....	429
ey .....	.....	608
.....	.....	40,899
Total .....	.....	54,365

Total number of vessels entering and clearing in the district of Hawaii during the fiscal year ending June 30, 1901.

Ports.	Coastwise. ^a				Foreign.			
	Entered.		Cleared.		Entered.		Cleared.	
	Num-ber.	Tons.	Num-ber.	Tons.	Num-ber.	Tons.	Num-ber.	Tons. •
Honolulu	349	466,468	414	525,001	210	386,813	126	305,398
Kahului	44	23,338	72	46,663	21	19,155	5	5,977
Kahukoua	26	8,803	27	9,102	5	2,564	.....	.....
Kona	57	50,780	57	50,780	.....	.....	.....	.....
Total	476	549,389	570	631,546	236	408,532	131	311,375

	Entered.		Cleared.	
	Number.	Tons.	Number.	Tons.
Coastwise ^a	476	549,389	570	631,546
Foreign	236	408,532	131	311,375
Total	712	957,921	701	942,921

^aThe figures under the title "Coastwise" refer to American vessels doing business between Hawaii and mainland ports, but do not include vessels engaged in traffic among the Hawaiian Islands.

Total number of vessels entering and clearing in the district of Hawaii during the fiscal year ending June 30, 1902.

Ports.	Coastwise. ^a				Foreign.			
	Entered.		Cleared.		Entered.		Cleared.	
	Num-ber.	Tons.	Num-ber.	Tons.	Num-ber.	Tons.	Num-ber.	Tons.
Honolulu	300	454,222	367	511,565	187	376,863	108	288,224
Kahului	9	5,059	25	21,658	16	17,212	8	10,152
Kahukoua	13	4,267	16	6,102	4	2,622	.....	.....
Kaunaloa	4	2,995	6	4,856	1	976	.....	.....
Kona	1	266	12	8,583	2	1,376	.....	.....
Maui	56	51,231	55	67,457	.....	.....	.....	.....
Total	383	518,040	481	620,171	210	399,049	116	298,376

^aThe figures under the title "Coastwise" refer to American vessels doing business between Hawaii and mainland ports, but do not include vessels engaged in traffic among the Hawaiian Islands.

Total number of vessels entering and clearing in the district of Hawaii, etc.—

	Entered.		Clearing
	Number.	Tons.	Number.
Coastwise ^a	383	518,040	481
Foreign.....	210	399,049	116
Total.....	593	917,089	597

^aThe figures under the title "Coastwise" refer to American vessels doing business between Hawaiian and mainland ports, but do not include vessels engaged in traffic among the Hawaiian Islands.

Statement of vessels entering and clearing in the district of Hawaii, by nationality, fiscal year ending June 30, 1902.

Nationality.	Entered.		Clearing
	Number.	Tonnage.	Number.
American.....	477	626,745	480
British.....	75	173,127	77
Japanese.....	29	99,875	25
German.....	7	11,165	5
Chilean.....	1	1,332	1
Austrian.....	1	2,070	1
Norwegian.....	2	2,186	2
French.....	1	589	1
Italian.....			
Total.....	593	917,089	597

PUBLIC WORKS.

Statement of appropriations for the department of public works for the two years ending June 30, 1903; also amounts drawn from July 1, 1901, to June 30, 1902, and balance on the latter date.

	Appropriations.	Drawn.	Balance.
Salaries and pay rolls.....	\$354,873.00	\$146,280.46	\$208,592.54
Current.....	2,303,325.00	679,651.62	1,623,673.38
Unpaid bills.....	66,241.60	60,895.48	5,346.12
Emergency fund, prior to July 1, 1901.....	26,500.00	5,700.39	20,799.61
Roads and bridges, Honolulu contracts.....	12,849.95	3,770.42	9,079.53
Road, Ninole homestead contract.....	1,420.00	12,839.95	1,420.00
Honolulu fire-department contract.....	12,905.00	500.00	11,405.00
	2,778,114.55	8,360.00	1,990,253.55
Road-tax special deposit:			
Road-tax balance, June 30, 1901.....			72,000.00
Receipts, June 30, 1901, to June 30, 1902.....			89,000.00
Total.....			161,000.00
Amount drawn by the several road boards.....			161,000.00
Balance to credit, July 1, 1902.....			31,000.00

Statement showing the total amount collected, and from what source, at the clerk's office, this department for the year ending June 30, 1902.

Rents.....	\$45,433.20
Sewerage.....	13,000.00
Land sales.....	36,430.00
Market.....	13,432.00
Garbage.....	4,970.00
Excavator.....	8,500.00
Weights and measures.....	250.00
	123,055.20
Government realizations, building permits, etc.....	5,654.40
Total.....	128,689.60

ment of receipts by the bureaus of the department of public works from July 1, 1901, to June 30, 1902, and paid into the treasury.

For master:	
Honolulu	\$91,650.71
Hilo	2,664.45
For magazine:	
Honolulu	2,735.60
Hilo	397.40
For warehouse:	
Honolulu	5,884.44
Hilo	538.22
For works:	
Honolulu	97,501.15
Hilo	6,292.20
Laupahoehoe	157.50
Kahului and Wailuku	4,196.75
Kaloa	275.00
Roads, Honolulu	433.37
Total	212,726.79

Expenditures on roads.

Account of road tax	\$107,808.73
Account of emergency appropriation	9,470.81
Account of current appropriation	270,051.54
Total	387,331.08

The number and kind of instruments for land and property required for road purposes executed in favor of the government for the year are as follows:

Deeds	51
Exchange deeds	16
Assignments of leases	5
Bill of sale	1
Agreements	4

In the matter of conveyances to the government the question arose whether the Federal Government or the Territory should be the grantee in such cases. After some discussion an opinion by Hon. William Van Devanter, United States Assistant Attorney-General, was adopted by the Interior Department to the effect that where such conveyances were for public purposes they should be made to the Territory, leaving it an unsettled question as to which government should be the grantee in other cases.

Summary of the employees of the department by nationality.

Hawaiian Americans	646	Italian American	1
Americans	117	French American	1
Portuguese Americans	38	Swedish American	1
Portuguese	254	Galicians	15
British Americans	17	Malay	1
British	2	Porto Ricans	2
German Americans	12	Filipino	1
German	1	Pole	1
Norwegian Americans	3	Gilbert Islander	1
Japanese	104		
Chinese	3	Total	1,230
Spaniards	9		

Honolulu waterworks.

Appropriations.....	\$79,000.00
Expended	50,214.98
Balance	28,785.02
Collections.....	97,501.15
New privileges granted	352
Rates per annum for new privileges	\$9,438.00
Privileges discontinued	51
Loss in rates for privildges discontinued.....	\$839.00

The water supply for Honolulu is obtained partially from mountain streams, the water of which flows into the mains by gravity, and partially from artesian wells in the city, the water of which is pumped directly into the mains or into reservoirs, whence it flows into the mains by gravity. During the fiscal year it was necessary to pump 1,663,370,668 gallons, which required a consumption of 1,333 tons of coal.

The government conducts waterworks for supply of householders at Hilo and Laupahoehoe, island of Hawaii, at Kahului and Wailuku, island of Maui, and at Kaloa, island of Kauai. It is constructing waterworks for the supply of householders at Lahaina, island of Maui.

PUBLIC SURVEY

The following data are taken from the annual report of the surveyor.

The record of field work shows between 17,000 and 18,000 acres surveyed and subdivided for settlement purposes; also surveys for new roads, settlement of boundaries, water resources, resurveys of public lands, and topographical work; also city surveys of lines for widening and extending streets, street grades, grades for water pipes and levels for fire plugs, car-track grades, lines for poles for electric wires, street plans and profiles showing position and elevation of car tracks, sewers, and sidewalks, reports on applications for building permits, and surveys of government and private properties required for street improvements.

OFFICE WORK.

The general work of the office has been carried on in quite the same lines as those prevailing in January, 1901.

The number of maps, tracings, plans, prints, and descriptions applied for by the various departments of the government have shown a marked increase during the past year. The field parties have required many tracings, copies of former surveys, and such data. The various public improvements have necessitated much work on our part in furnishing street lines, grades, descriptions of all lands taken for public purposes, and in most transactions reports were submitted giving areas, valuations, and recommendations. The correspondence shows that 411 letters were written, many of which were carefully considered reports on applications for the acquisition of government lands by purchase, lease, or otherwise.

Three hundred and ninety-eight grants have been platted in on the registered maps, and there now remains but the adding of a limited number of government deeds to bring this important work up to date.

Block tracings of the principal portion of Honolulu, giving the frontages, areas, etc., have been furnished to the tax assessor's office. This involved a vast amount of computations, as the numerous holdings are mostly very irregular in shape. Total area, 1,450 acres.

The large map of the island of Hawaii, compiled from the numerous maps and records on file in this office, has been completed. This valuable map is drawn to

of 10,000 feet to the inch, and in addition to the usual information represented by contour lines showing approximate heights at intervals of 300 feet. The new map of Oahu, now under compilation, is nearly completed.

Number of new maps, tracings, and charts registered and filed	143
Number of copies of surveys furnished	187
Number of field books registered and filed	34
Number of tracings furnished (not including tracings and sketch plans attached to descriptions of surveys furnished)	175
Number of blue prints furnished	580
Number of reports and official letters	411

The foregoing gives but a general idea of the routine work of the office, as there is much done in the way of checking old surveys and giving information on a great variety of matters relating to private and government lands not referred to in the foregoing items.

As a general rule, all matters where land boundaries are in dispute require much time in careful study.

HYDROGRAPHIC SURVEYS.

The U. S. S. *Albatross*, Capt. Chauncey Thomas, has been engaged in these waters during the months of April, May, and June, making soundings and dredgings that will be of great interest.

We have endeavored to assist in this work by furnishing copies of such maps and tracings of all the islands as we have at hand. Captain Thomas will furnish this office with the results of the survey at an early date, which courtesy will be highly appreciated.

Some work has been done to bring the chart of Honolulu Harbor up to date.

A thorough survey of Kapua entrance and approaches at Waikiki, south coast of Oahu, has been completed to facilitate the landing of the Pacific cable.

TIME.

The local standard and Greenwich time have been obtained from transit observations and the steam-whistle signal given as usual. It is to be hoped that we may in the near future secure a standard time ball apparatus.

Honolulu is now an important shipping point, and needs this improved time signal for navigators, as well as for others.

TRANSFER OF PROPERTY TO THE UNITED STATES COAST AND GEODETIC SURVEY.

On March 8, acting under instructions received from the Superintendent of the United States Coast and Geodetic Survey, Prof. W. D. Alexander made a formal request for such property and records as were considered to properly belong to a coast and geodetic survey.

In compliance with this request we have transferred the 12-inch transit, which has been used solely for triangulation purposes, and something like ninety volumes of reports, scientific works, mathematical tables, etc.

It was found impracticable to transfer any of our own records for the reason that the geodetic and land surveys that have been made here in the past are so inextricably intermingled that they can not be separated.

PLANS FOR FUTURE WORK.

The work for the coming year will be determined by the necessities of the case. The homestead surveys will be pushed rapidly and the city work will be advanced as opportunity offers.

Forest reservation line to be established along the 2,100-foot elevation in South Lilo and a survey and map made of the Makai section, showing topographical and other features in order that the land commissioner may offer further clearing permits for agriculture.

Five thousand acres of Kiolakoa, Puumakaa, and Puueo, in Kau, Hawaii, is to be set apart for a forest reservation and the remainder laid out into homesteads.

Statement of expenditures and receipts of the survey department.

EXPENDITURES.

	Appropriation.	Drawn.	Bal.
Salary of surveyor, meteorologist, and assistants.....	\$23,000.00	\$11,500.00	\$11,500.00
Expenses of survey and office work.....	48,000.00	21,096.94	26,903.06
Publishing maps.....	1,600.00	689.96	910.04
Meteorology.....	750.00	214.50	535.50
Total	73,350.00	33,500.44	40,849.56

RECEIPTS.

Published maps	5
Tracings	1
Blue prints.....	1
Rating chronometers.....	1
Data furnished	1
Total.....	9

[Extracts from the report of Curtis J. Lyons, esq., Territorial meteorologist.]

Records of daily rainfall have been received from about eighty stations, records being made by voluntary observers, and the monthly totals published in Honolulu papers about the 15th of the succeeding month. About one half of the rain gauges required have been furnished by the Government, the other half by private property. Copper gauges are in a great measure replacing the older tin ones which are not lasting, and fresh measuring glasses are furnished in case of breakage. Six observers are furnished with maximum and minimum thermometers, and with a mercurial barometer at Pepeekeo, Hilo. These observers report daily temperature, also direction of the wind and brief notes of the weather. Three observers also make daily observations of humidity and report thereon.

The observations at the central office, at 1508 Alexander street, have been kept and somewhat enlarged in scope, involving about thirty entries a day. This is the nineteenth year of the series. The publication of these observations, as well as those at the outstations in permanent form, begins with the year 1892 and continues with the year 1898, this last having been published within the last twelve months. Every month a summary, including the averages and changes and comparison with normal meteorological conditions, is published in the local papers. This includes also the average temperature and other items from outside stations, especially the percentage of district rainfall as compared with the normal.

A pamphlet is now in press giving the entire monthly rainfall of each station from the beginning of observation when such beginning was before 1897, and coming down to the close of 1900. In some cases this covers a period of twenty or more years. The table gives the normal average for each month of the year and the average yearly rainfall for each station. As this table covers the entire group, it is hoped that it will be found very useful for the agricultural interests of the Territory.

The United States Monthly Weather Review, the organ of the Weather Bureau at Washington, publishes very full reports which are forwarded from here, and the editor has shown an especial interest in this station. The Hydrographic Office also receives reports from this office. Our published annual reports are sent to the leading observatories and weather offices abroad, and the publications received in exchange have built up an extensive library for this office, which should be well cared for, for the benefit of future students.

TIDES.

The automatic tide gauge in Honolulu Harbor is under the charge of this office and is in continuous service, this being one of the important stations of the world. Duplicates of the records have been sent to Washington, up to April of this year, to the tidal division of the United States Coast and Geodetic Survey. The apparatus has been thoroughly overhauled of late and is in good order, but needs a new shelter house. Seismic waves are a special object of record, and a very interesting series has lately occurred. The mean sea level is also an especial matter of study and has shown some remarkable variations in the last twelve months. The rising and falling of the water in our artesian-well subterranean reservoir is also noted.

The following brief statement of the organization and methods of public survey department was prepared also by Mr. Lyons:

The Hawaiian Government survey was primarily and is still mainly a cadastral survey. Its initial object was to locate on general maps all titles that had previously in inception been issued by the Government, and thereby account for all the land of the then Kingdom, and enable the Government to act intelligently in any disposal it might make of the remainder. And also to survey in detail all Government boundaries and all lands subdivided for sale or lease by the Government, and to assist in fixing traditional but unsurveyed boundaries of lands, both Government and private. A special need of such a survey was very much increased by the fact that all the magnetic surveys by which title had been given were simply detached independent surveys, unconnected with any general system or common reference points.

The authority for it was derived from the law which directed the minister of the interior to make all necessary surveys of Government lands, and from the appropriations which have from time to time been made by the legislature.

As a matter of wise public policy there has been added to the work of the survey that of making all maps needed for public purposes, also that of making exact measurements and records needed for public use. The experience of the country has instantly justified this policy. Of such exact measurement work may be mentioned tide observations, time observations for public standard, meteorological, magnetic, topographic, and hydrographic.

As is necessary in all reliable general surveys the work is based on a general triangulation, which serves as a foundation for all kinds of surveys which are or may yet be needed, including hydrographic, topographical, and geological. This triangulation was made in thorough accordance with the methods and principles of the United States Coast and Geodetic Survey.

The system of land division in the islands is complicated, and from the nature of the country irregular, but it has been scientifically dealt with, and any attempt to revolutionize the survey system would be disastrous. The triangulation points serve the same purpose to the location of lands that the meridians and parallels do on the United States land system.

As the land was originally minutely subdivided by the Hawaiians themselves, and the ownership was continued when Government titles were given, a great many maps have been needed, considering the size of the country.

The survey was begun in 1871, under Prof. W. D. Alexander as surveyor-general, Ferdinand W. Hutchison being minister of the interior under Kamehameha V. The number of skilled employees has varied from three to a dozen. It has been necessary for a portion of them to understand the Hawaiian language, partly for the sake of understanding the land-commission records, most of the surveys and awards being in Hawaiian, and partly for communicating with Hawaiians who consult the office. The survey has been a general information office for the public on all matters connected with lands, also for scientists, naval officers, and others from abroad. In the development of the country it has fulfilled an important part.

The courts of law and the legal fraternity make constant use of the maps and records of the survey. The poorest Hawaiian can come and find, free of cost, the probable location or the existence or the nonexistence of such titles as he may be concerned in. The peculiar conditions of the country have made such matters peculiarly dependent upon maps, largely from absence in a large proportion of cases of boundary fences.

All the surveying connected with the development of a city like Honolulu, including leveling and grading, has been done by this office. Preliminary surveys of most of the harbors have been made. Many of these were published by the United States Hydrographic Office.

The unit of measurement adopted is the foot, as being adapted to public needs, and the standard of direction the true meridian. As the old surveys were in chains, and the bearings simply local magnetic in a country where local attraction was prevalent everywhere, the work of reduction has been great.

As there are over 2,000 maps on file in the office, and all the documentary matter connected with them, it will be seen that the office is one of great importance to the territory. Where an office has been carried on in the manner indicated it becomes almost impossible to divide its records among new organizations, and a policy of copying would seem better than that of absolute removal of any records.

In the matter of ownership of lands the bureau has confined itself mainly to original titles, i. e., to the location and identification of land commission awards and Government grants. No attempt has been made to keep track of transfers and division of private lands, except to procure and place on file copies of city tracts placed

on the market by real estate dealers. This work, if undertaken, should have a supplementary division.

The triangulation of the group is practically completed and theoretically handed over to the Coast and Geodetic Survey. But it should be far more perfect in all respects, especially as to records and monuments. The Territorial survey needs these for its own purposes.

The general maps need more complete compiling and very many need reworking to so much consultation.

The boundaries of Government lands need detailed delimiting surveys and descriptions. There are many of these which, while laid down on the maps from such data as are at hand, still are not definitely marked on the ground, and are not accurately described by bearings and distances of the lines.

PUBLIC LANDS.

There is an increasing demand for small holdings and the work of the commission of public lands promises to increase steadily if funds are available.

The following data are taken from the annual report of Mr. Edmund S. Boyd, commissioner of public lands.

Land transactions for the year ending June 30, 1902, showing lands taken up under various systems of the land act of 1895 (other than cash sales and Olaa purchases under special conditions of Part IX).

Land districts.	Right of purchase lease.			Homestead.	
	Number.	Acres.	Value.	Number.	Acres.
First—Hilo and Puna	72	4,588.40	\$26,238.18	.....	.....
Second—Hamakua and Kohala	13	599.78	9,342.57	.....	.....
Third—Kona and Kau	11	1,319.31	2,375.39	.....	.....
Fourth—Maui and Molokai	1	92.46	924.60	.....	.....
Fifth—Oahu .....	.....	.....	.....	33	.....
Total	97	6,599.90	38,880.74	33	.....

Under the homestead lease system no appraisements are made. Rights are inalienable.

CASH SALES.

Lot 27, Part C, Olaa, Puna, Hawaii, 4.20 acres	\$3,000.00
Waiohina, Kau, Hawaii, 3.35 acres	500.00

The above shows transactions under cash sales for the year. Lot 27, Part C, Olaa, was an undesirable remnant bounded on all sides by private lands, and of no good to hold. It was decided to be sold to the highest bidder and brought in \$75 an acre. The land in Waiohina was sold for church purposes to the Anglican Church of Hawaii.

LAND LICENSES.

Licensee, Henry Waterhouse & Co., trustee for J. H. and Phoebe K. Raymond. Location, Polipoli Spring, Wailuku, Maui; term, twenty years; annual rental, \$200. This license was granted to the above parties for the purpose of conducting the surplus water from Polipoli Spring, which is 6,000 feet above sea level, by means of pipes, to more advantageous points for supplying their cattle with water, thus avoiding the necessity for their traveling long distances and to such a great height to the same. They to construct and maintain watering troughs on public lands along its line. This license was also granted in the interest of the development of grazing and agriculture and the enhancing of the values of the public lands of Kanaole, Kahikouli, and Kanaio.

General leases.

of lease.	Lessee.	Location.	Area.	Term.	Annual rental.
				Years.	
24, 1901	Samuel Kauhane.....	Manuka, Kau, Hawaii.....	22,800.00	10	\$75
21, 1901	Chin Wo Co.....	Palama-kai, Honolulu, Oahu...	17.80	5	285
30, 1901	Waianae Co.....	Lualualei, Waianae, Oahu (cane land).	3,332.00	5	9,000
26, 1902	Onomea Sugar Co.....	Kaapoko, Hilo, Hawaii.....	160.00	5	520
do	H. P. Baldwin.....	Koolau, Maui.....	12,500.00	21	1,100
do	do.....	do.....	6,500.00	21	4,000
24, 1902	R. R. Hind.....	Kahei, Kohala, Hawaii (cane land).	455.00	5	900
do	do.....	do.....	86.00	5	100
do	do.....	Opihipau, Kohala, Hawaii (grazing land).	449.00	5	314
do	do.....	Hukiaa, Kohala, Hawaii (grazing land).	380.00	5	266
Do	Hutchinson Sugar Plan- tation Co.	Kiolakaa-Pumakaa, Kau, Ha- wail.	5,000.00	21	200
Do	Pepeekeo Sugar Co.....	Kaupakuea, Hilo, Hawaii (cane land).	210.00	5	600
23, 1902	A. C. Dowsett.....	Wailau, Molokai.....	2,000.00	21	100

This land was leased for grazing purposes. The area designated may mislead such persons that not familiar with the land of Manuka, and to criticise the action of this Department in leasing a large area for such an "inadequate" or, more properly saying, insignificant figure. To justify action, it is well to explain the situation fully, viz: The land of Manuka is situated in the district of South Kona, and its boundary on the west is the dividing line between the districts of South Kona, Kau, and wholly covered with a-a rock, with the exception of about 500 acres of fairly good grazing land. In the disintegrated lava there has in recent years sprung up a very dense forest of a (an indigenous tree), which covers about 2,000 acres, and may in time cover a greater area. This 2,000 acres of forest land is impracticable for any purpose, even grazing, as the rugged character of the a-a rock prevalent in the Kona district is dangerous to life and limbs of any animal kind except goats. The rest is simply barren lava waste devoid of any vegetation, arid and waterless. Consequently, it simmers down to the fact that the lessee has only practically 500 acres of land from which he can realize anything. The lease also requires the lessee to preserve the forest and to reforest in places where same appears in state of diminution, and to keep land where practicable clear of lantana.

This land was leased in two tracts, namely: (1) All that forest land extending from the eastern boundary of the Ahupuaa of Honomanu to the western brink of the gulch of Wallua-iki and from thence to boundary of Haiku above. (2) All that forest land extending from the western brink of Wallua-iki gulch to the western brink of the gulch between the lands of Kapaula and Puakea (or Puakea) and extending from the ocean to boundary of Haiku above. Both are situate on the northeastern side of the island of Maui.

These leases were sold at public auction under the following conditions as to forest, etc.: Lessee is prohibited from cutting or allowing to be cut any forest trees, except for fencing and domestic purposes, to be used on premises or for development, storage and transportation of water, to replant forest where it appears in state of diminution. It also prohibits the running of cattle on the premises, requires the extermination of wild cattle; lessee to build and maintain a substantial fence along the upper side of the old Government road and to prevent stock from trespassing on the land; and not to interfere with vested interests in water on leased premises; to furnish homesteaders with water for domestic and irrigation purposes at convenient points. These are the principal conditions of the lease.

Main purpose of course, is for water, an article very much sought after by the vast sugar enterprises on the west of this island.

This land, though of an extremely rugged and almost inaccessible character and impossible of cultivation on this account, holds a large quantity of water which goes to the sea, benefiting nobody, and the land has never to my knowledge brought any revenue to the Government. Under these conditions I think the Government is very fortunate in deriving a revenue from these lands; but this is not all. By these leases the Government is insured against the destruction of the forest by the inroad of cattle, or from fires.

Leased under forest conditions. To fence (repair and maintain same) the whole area, to prevent the inroad of cattle, to preserve and increase the forest. These lands have no natural water supply, depending mostly on rain for moisture. What water the lessees can conserve and impound is of course appurtenant thereto.

Receipts public lands office from January 1 to June 30, 1901.

LAND REVENUE.

Receipts:

General leases.....	\$42,977.54
Right of purchase leases.....	2,750.31
Olaa leases.....	240.31
Kaimu leases.....	3.75
Miscellaneous.....	498.80

Interest:

Homesteads.....	291.50
Special agreements.....	2,870.94
Cash freeholds.....	15.85

Receipts public lands office from January 1 to June 30, 1901—Continued.

LAND REVENUE—continued.

Interest—Continued.

Olaa agreements.....	\$.
Fees.....	50.00
Total.....	50.00

LAND SALES.

Purchase, right of purchase leases.....	\$21.00
Special agreements.....	6.00
Homestead.....	2.00
Olaa lots.....	1.00
Kaimu.....	5.00
Cash sales.....	5.00
Total.....	31.00
Land revenue.....	50.00
Land sales.....	31.00
Total.....	81.00

The above shows receipts of this commission for the six months ending June 30, 1901, which have not as yet been reported. A good showing is made especially in land sales. You will notice by comparing this statement with the one heretofore that the amount is comparatively greater than for the year ending June 30, 1900. This is occasioned by the purchase price being paid in on agreements falling due during this period.

Receipts public lands office during the year ending June 30, 1902.

LAND REVENUE.

Rents:

General leases.....	\$95,577.00
Right of purchase leases.....	5,200.00
Olaa leases.....	10.00
Puukapu leases.....	2.00
Miscellaneous.....	1,200.00

Interest:

Homestead.....	255.00
Special agreements.....	1,057.00
Olaa agreements.....	61.00
Fees.....	65.00

Total.....	103,880.00
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LAND SALES.

Purchase, right of purchase leases.....	\$9,518.00
Special agreements.....	1,902.00
Homesteads.....	1,288.00
Olaa lots.....	12.00
Cash sales.....	315.00

13,035.00

Land revenue.....	103,880.00
Land sales.....	13,035.00

116,915.00

The above shows an increase in the receipts of this commission for the past year, and has fulfilled all predictions made in our annual report of 1900.

Expenditures of the commission.

	Appropriation.	Drawn.	Balance.
Salary of commissioner.....	\$7,200.00	\$3,600.00	\$3,600.00
Salary of secretary, clerks, subagents, rangers, etc.....	18,960.00	8,920.00	10,040.00
Incidentals.....	5,250.00	3,360.10	1,889.90
Preliminary roads and trails.....	7,000.00	.....	7,000.00
Expenses filing boundary certificates.....	300.00	70.60	229.40
Total	38,710.00	15,950.70	22,759.30

The above table shows a very small balance in our appropriation for incidentals, amounting to less than the pro rata for the year. Expenses for printing and advertising have been quite heavy, as new blanks had to be printed to conform to section 73 of the organic act. Activity in land transactions also occasioned a heavy expenditure for advertisements, and can not be avoided unless we curtail land transactions; to do so would show a lack of progressiveness. Nothing has been spent on preliminary roads and trails. The difficulty which this office has to meet in dealing with this question has yet to be solved. It is a criticism sometimes made on work of this office that lands have been laid out in advance of the construction of roads, whereby smaller value attached to the land itself and the settler was hampered in the operations for the lack of suitable roads, both of which statements are undeniably correct. On the other hand, if such opening of lands were held back until suitable roads were completed it would cause an indefinite delay in land transactions, and the results so far achieved would not now be in evidence. This appropriation can only be expended as designated by the item; that is to say, for "Preliminary roads and trails." We are about to construct some very necessary work under this appropriation during the coming year. The problem which this office has to face is, whether to delay indefinitely the opening of public lands until good roads can be completed or to meet the demand for lands by rougher immediate means of access, with the expectation that improved roads will follow the settlement of lands. I say supply the demand as an initiative and the rest will shape itself.

SURVEY WORK.

This work is still under the supervision of the Government survey office. A total area of about 8,000 acres and averaging 10 to 50 acres a lot has been surveyed and subdivided during the year.

Statement of land patents issued.

	Number issued.	Acreage.	Consideration.
Homestead leases.....	8	185.23	\$1,816.95
Right of purchase leases.....	54	2,878.09	15,454.69
Time payment	25	977.64	13,029.45
Cash freehold	4	833.70	1,271.55
Cash purchase.....	5	822.57	36,011.00
Trade and exchange	16	1,047.56	1,913.00
Wakapu lots.....	1	16.47	41.15
Total	113	5,711.26	69,087.79

Land patents issued on land-commission awards:

Number issued	15
Acreage	27,838.26
Commutation	\$79.98

From the present outlook and from the applications on file, the number of land patents to be issued on confirmation of land-commission awards during the coming year will far exceed in number those of last year.

AGRICULTURE.

At the Government nursery the following forage plants have been cultivated: Alfalfa, red clover, crimson clover, teosinte, sorgo, buffalo grass, Kentucky blue grass, maize, and *pencillaria*, records of which are kept by which information is gained as to the value of the plants for cultivation here.

In the same grounds experiments have been made in the cultivation of Hawaiian and Samoan taro and yams.

NEW INDUSTRIES.

Sisal.—Through the agency of the Territorial bureau of agriculture and forestry the cultivation of sisal, *Agave sisalana*, a fiber plant, was taken up several years ago, and at the present time there is one plantation with several hundred acres of sisal under cultivation on the island of Oahu, another of considerable area has just been started on the island of Molokai, and a third is about to be begun on the island of Kauai. The Oahu plantation is nearly ready to take off its first crop and is putting up its machinery.

As the sisal plant will thrive in rocky and comparatively barren soils, its successful cultivation will be of importance in utilizing such lands as well as in adding to the products of the Territory and furnishing a new demand for labor.

It is to be hoped that success in the production of fiber suitable for cordage will promptly lead up to the establishment of local factories for its manufacture.

Castor oil (Ricinus communis).—This plant has grown wild for many years in different parts of the islands with great luxuriance. It is a perennial in this climate.

Mr. Koelling has 80 acres under cultivation on the island of Oahu and feels encouraged to double the extent of his plantation. He estimates a yield of 2 tons of beans per acre of his best land and 1½ tons from inferior land. The percentage of oil by hydraulic pressure is 45 per cent and by the benzine process 55 per cent. This would give a possible 275 gallons of oil per acre, worth in San Francisco \$261.25 for No. 1 grade and \$220 for No. 2 grade.

The plants are set 4 feet apart and are cultivated by hoeing and horse plowing.

Vanilla.—Experiments have been made from time to time in the cultivation of the vanilla bean and its preparation for the market with little other result than the demonstration of the suitability of our soil and climate for its production. During the past year a small plantation has been started in South Kona, island of Hawaii, for its cultivation.

Tobacco.—Although tobacco has been cultivated in these islands for many years in a desultory way the product has never been properly cured and the question of the suitability of soil and climate for the production of fine grades is still unsettled. The fact, however, that tobacco grows wild in many parts of the group would seem to be encouraging.

Mr. Smith, in charge of the Hawaii experiment station, reports that he is planning to experiment with Sumatra tobacco at the station.

PINEAPPLE CULTIVATION.

The business of raising and canning pineapples is a growing one and promises considerable development. In its several varieties the pineapple has a wide range of soil and elevation. At present there is but one cannery, which has put up the past year 6,200 cases, which have been sent to the mainland.

SUGAR.

The following information in relation to the use of fertilizers in the cultivation of sugar cane, the yield of sugar per acre, and the total yield for the past seven years, the yield per acre by islands in the year 1901, and the comparative statement of the yield of irrigated and non-irrigated plantations for the past seven years were furnished by Mr. C. F. Eckart, the director of the experiment station of the Hawaiian Sugar Planters Association:

During the year ending September 30, 1901, approximately 25,000 tons of mixed fertilizers were applied to Hawaiian sugar lands. In addition to these some 15,000 tons of special fertilizers, such as tankage, fish scrap, bone meal, nitrate of soda, and the various forms of lime were also used, making the average fertilization with bought material, per acre, about 1,000 pounds. The waste products of the sugar mill, such as mud-press cakes, molasses, and furnace ash, are largely conserved and applied as manures, along with the accumulated refuse from the stock pens, on many plantations. The amount of the latter material, used in this way is not definitely known, but annually reaches into thousands of tons.

The question of fertilization has been closely studied by the managers of the various plantations, and owing to the diversified conditions as regards climate and soil, practices vary materially respecting times and methods of applying manures on the different estates. The forms in which the separate fertilizing elements are applied are influenced by a consideration of the rainfall and elevation of lands to be treated, while the proportions of the ingredients to be used are measured by soil deficiencies and the requirements of cane.

Exhaustive chemical analyses of Hawaiian soils have been made and the demands made by the crop upon the plant foods have been carefully investigated. An idea as to the manner in which fertilizing formulas vary on the different islands may be gained from the following table:

	Potash.		Phosphoric acid.		Nitrogen.	
	Lowest.	Highest.	Lowest.	Highest.	Lowest.	Highest.
	<i>Per cent.</i>	<i>Per cent.</i>	<i>Per cent.</i>	<i>Per cent.</i>	<i>Per cent.</i>	<i>Per cent.</i>
Maui.....	4.13	17.24	5.10	14.26	5.04	9.70
Kauai.....	4.89	10.10	5.68	9.39	6.66	9.91
Hawaii.....	4.03	22.54	5.29	14.61	3.25	10.42
Oahu.....	8.50	14.66	7.01	15	4.70	7.10

While the judicious application of suitable fertilizers to the sugar lands of the islands has played an important rôle in the phenomenal yields of many plantations, rational cultivation, particularly on those dependent upon rainfall, has added much to the annual output. Unfortunately the extent to which cultivation may be practiced is limited on many plantations by an inadequate supply of labor.

The islands are particularly free from the serious insect pests common in most sugar-producing countries, and steps have been taken, by establishing a control over cane importations, to lessen the danger of introducing such evils from other countries. The most injurious pest with which the planter has to combat is the cane-borer, *Sphenophorus obscurus*, although recently the effects of an insect termed "leaf-hopper," *Fulgoridæ*, have been somewhat pronounced on several estates.

Sugar yields of the Hawaiian Islands.

Year.	Acres.	Tons of sugar.	Yield per acre.
1895.....	47,399½	153,419½	Pounds 3 1/2
1896.....	55,729	227,093	" 4 1/2
1897.....	53,825½	251,126	" 4 1/2
1898.....	55,235½	229,414	" 4 1/2
1899.....	60,308	282,807	" 4 1/2
1900.....	66,773	289,544	" 4 1/2
1901.....	78,618½	359,183	" 4 1/2

BY ISLANDS FOR 1901.

Island.	Acres.	Tons of sugar.	Yield per acre.
Oahu.....	13,562	98,897	Pounds 14 1/2
Kauai.....	12,886	67,305	" 10 1/2
Maui.....	11,400	58,349	" 10 1/2
Hawaii.....	40,760	134,682	" 6 1/2

YIELDS OF THE IRRIGATED PLANTATIONS.

Year.	Acres.	Tons of sugar.	Yield per acre.
1895.....	23,454	89,943½	Pounds 7 1/2
1896.....	25,950	117,449	" 9 1/2
1897.....	23,101	117,306	" 10 1/2
1898.....	24,507	137,585	" 11 1/2
1899.....	27,380	166,425	" 12 1/2
1900.....	27,090½	166,002	" 12 1/2
1901.....	34,740½	215,189	" 12 1/2

YIELDS OF RAINFALL PLANTATIONS.

1895.....	23,945	63,476	5 1/2
1896.....	29,779	109,644	7 1/2
1897.....	30,724½	133,820	8 1/2
1898.....	30,728½	91,692½	6 1/2
1899.....	32,928	116,382	7 1/2
1900.....	39,682½	124,257	6 1/2
1901.....	43,878	143,943	7 1/2

The following statement of averages in relation to sugar production were estimated from the reports of three of the largest plantations on the island of Oahu. The items of total cost of irrigation per acre, of irrigation per ton of sugar, of cultivation per acre, and cultivation per ton of sugar were taken from the report of the Ewa plantation alone, other reports not furnishing figures on these items:

Statement of averages of several plantations on the island of Oahu for crop of 1901.

Average yield per acre in tons of sugar.....	8.44
Average tons of cane per ton of sugar.....	8.62
Average pounds of sugar per ton of cane.....	232.3
Average cost of production of sugar per ton.....	\$41
Average cost of irrigation per acre.....	\$35.72
Average cost of irrigation per ton of sugar.....	\$3.5
Average cost of cultivation per acre.....	\$265.0
Average cost of cultivation per ton of sugar.....	\$24.28
Average cost, man and containers, per ton of sugar.....	\$4.38

The average cost of production of a ton of sugar on Ewa plantation alone was \$34.94, divided as follows:

On account of labor.....	\$18.45
Other expenses.....	16.49

Distribution of seeds.

Through the courtesy of the Hawaiian Delegate to Congress a large variety of vegetable seeds have been received from the Department of Agriculture and have been distributed throughout the Territory. Under the Territorial appropriation for the importation of seeds a variety of seeds of forage plants, seed potatoes, and seed of many varieties of forest trees have been procured and distributed.

Through the kindness of the Japanese consul at Honolulu several bags of Kinshu rice seed have been procured and distributed to rice planters. As this variety grows on dry land, and under favorable circumstances is reported to yield from 100 to 400 per cent more than any other variety, its introduction may be of considerable public importance.

AGRICULTURAL EDUCATION.

A fine beginning in scientific instruction in agriculture has been made at the Kamehameha school for boys. Mr. Kraus, the teacher, is carrying out a practical system illustrated by actual work in the field and garden. The garden produce for the three Kamehameha schools is raised by the pupils in the course of agriculture, who also conduct a dairy under the same instructor, the product of which is consumed by the schools.

At the Hilo Boarding School (private) and the Lahainaluna Seminary (government) there are courses in agriculture, illustrated by field work of the pupils. The Normal School in Honolulu has a course in agriculture, and the study of this subject is being introduced as rapidly as opportunities permit in the public day schools of the Territory.

FARMERS' INSTITUTE.

In January, 1902, the first Farmers' Institute of the Territory was organized at the Wahiawa colony, Oahu, with a good membership.

FERTILIZERS.

There are two companies in Honolulu manufacturing fertilizers mainly for use in the Territory. The following information is furnished by these companies:

The Pacific Guano and Fertilizer Company manufactures high grade commercial fertilizers, acid phosphate, sulphuric acid, and phosphoric acid.

The factory is modern in all respects and has in use the latest and most improved machinery.

The plant consists of two sulphuric acid works with a capacity of 2,500 tons per annum each; acid phosphate factory, capacity 10,000 tons, and fertilizer works, with an annual capacity of 15,000 to 20,000 tons.

It operates the guano fields on Laysan Island and imports from there annually from 3,000 to 6,000 tons of guano; besides this there are used every year about 2,000 tons of Florida phosphate.

The Hawaiian Fertilizer Company, Limited, sell annually about 4,000 tons of nitrate of soda, imported from Chile, to be used as a fertilizer in its raw state. Before leaving the factory it is ground and screened.

Sulphate of potash, nitrate of potash, and kainit are imported from Germany. Sulphate of ammonia and double superphosphate are procured in England, which is the only country that manufactures sulphate of ammonia on a large scale. It is a by-product of coal-gas works and is the most expensive material used as a fertilizer, costing in England about \$60 a ton. Fish guano comes from Alaska, and the packing houses of the Northwest and the Middle West supply dried blood, tankage, and bone meal.

All the fertilizers imported are raw materials, none of which are applied in the raw state with the exception of nitrate of soda. The average high grade cane fertilizer contains as many as five or six different raw materials.

The sales of this company last year were 17,840 tons, worth about \$779,596.11.

LIVE STOCK.

During the year the Hawaiian Live Stock and Breeders' Association has been organized for the improvement of live stock breeding, the introduction of new pasture grasses, and the preserving and restoring of such forest growth as may be beneficial to grazing lands.

Such an organization has been much needed in the past. It is likely to have a very beneficial influence toward the improvement of ranch management in the Territory, which heretofore, with few exceptions, has been conspicuously without system or any application of scientific principles.

Consumption of Hawaiian cattle and sheep in Honolulu.

	Number.	Value.	Weight.	Average weight.	Average price.
			<i>Pounds.</i>	<i>Pounds.</i>	
Cattle	4,998	\$225,399.75	2,352,841	422.7	\$4.50
Calves	588	9,672.51			1.50
Sheep	8,352	26,043.93	279,815	33.44	.25

	<i>Pounds.</i>
Largest average weight of cattle from any ranch	5,000
Smallest average weight of cattle from any ranch	1,000
Largest average weight of sheep from any ranch	150
Smallest average weight of sheep from any ranch	50

Meats brought into the Territory (approximate).

	Quantity.	Value.
	<i>Pounds.</i>	
Beef	1,170,153	\$104,311
Corned beef		1,000
Venison (50 carcasses)	8,372	2,400
Veal	169,866	17,987
Lamb and mutton	820,260	31,500
Turkeys, chickens, etc	116,824	19,300

NOTE.—The weights mentioned in the foregoing tables are for dressed meats.

FORESTRY.

Many kinds of deciduous trees of northern latitudes have been tried in different parts of the Territory and generally without success at low

elevations. It is probable that some varieties will do well at higher elevations.

A somewhat similar experience has been had with cone-bearing trees. A few kinds, however, have grown luxuriantly at low elevations where they have been protected and cultivated. Experiments will be made with this class of trees at the higher elevations where the climate approaches that of a more northern latitude. Ironwood (*Casurina quistifolia*) is an exception to other trees of this class. Its range reaches from the seashore to elevations of several thousand feet; it thrives in all kinds of soils, with a preference for beach sand, and stands wind and drought, making a most desirable tree for forestry purposes.

There is a serious increase of insects injurious to trees all over the Territory. This is attributed by experts to the serious decrease of indigenous insectivorous birds, and to the circumstance that many of the forests have become so enfeebled by the presence of cattle and sheep, by which undergrowth is destroyed and the surface roots and lower trunks left exposed to sun and wind, that they have become an easy prey to insect depredations.

Extensive and destructive forest fires occurred in the district of Hamakua, island of Hawaii, during the months of July, August, and September. A long drought had rendered that locality peculiarly favorable to the spread of such accidental fires as might be started. The area burned over is estimated at about 30,000 acres, consisting of public and private lands.

The neighboring sugar planters, under an arrangement with the government, furnished a considerable portion of their laborers for an effort to check these fires. Several weeks were spent in this work and much was accomplished by cutting avenues through the forest and back firing and patrolling the country ahead of the line of fire. The fall rains fortunately began early and gradually extinguished the fires, which the plantation laborers, under the skillful management of Mr. Albert Horner, were substantially holding in check.

It is of extreme importance to this district that an area much larger than the part recently devastated should be forested. The removal of trees for fuel has been very great in years past, and the former streams and springs have been disastrously affected thereby.

On another part of Hawaii, the extreme northern part of the district of North Kona, a forest reservation was made on the 17th of June, 1902, of 74,000 acres, lying between Hualalai and Maunakea, and northwesterly to the sea. This reservation is of lava formation of various ages, and is partly covered with a thin forest growth; this is infested with wild sheep, which are rapidly destroying the undergrowth and threatening the existence of the forest itself. There are a few wild cattle, which are less injurious than the sheep. Both sheep and cattle will be destroyed or removed from the reservation.

It is the intention of the Territorial government to create similar reservations in other localities as opportunity permits.

The visit of Mr. Edward M. Griffith, assistant Forester in the Bureau of Forestry in December last, was of great value to the forestry interests of the Territory. During the few weeks of his visit he made a rapid inspection of the forests of the islands of Oahu, Maui, Molokai, and Hawaii, and thereafter formulated his observations and conclusions in a report which will, I believe, be of material assistance in the organization of a forestry system for the Territory.

I recommend that an assistant forester of the Bureau of Forestry be detailed to study our forests and meteorological conditions with reference to rainfall, water supply, and wind exposure of the several parts of the group and the necessity of foresting areas now exposed, and to assist the Territorial government in organizing a local forestry bureau.

Such a bureau should in a few years become self-supporting, and eventually contribute materially to the national revenues. The Hawaiian forests contain a number of beautiful hard woods suitable for furniture and the interior finishing of houses. The lumber of one of these, the koa (*acacia koa*), is in large demand and brings a high price.

Sandalwood is found in various parts of the group. The growth can easily be much increased, and such an enterprise would undoubtedly be most profitable, as the wood has a steady demand in China and is so valuable that it is sold by the pound.

The free distribution of plants by the government nursery reached the number of 32,341.

INSECTS.

INJURIOUS AND BENEFICIAL INSECTS.

The following list, dealing with the more important injurious and beneficial insects of the Hawaiian Islands, is furnished by Mr. R. C. L. Perkins, entomologist in the commission of agriculture and forestry. Many others of some importance in special cases or in restricted localities are omitted.

COLEOPTERA (Beetles).

Fam. CHRYSOMELIDÆ.—*Epitrix parrula*.—This species is well known on the mainland as the tobacco flea-beetle. In these it has proved very injurious locally to the eggplant, and is common in many parts of the forest on the poha (*Physalis*). Probably it has no natural enemies here, but is parasitized elsewhere by a Braconid. From its habit of riddling the leaves with small holes this small beetle is a serious pest in tobacco fields, and would have to be reckoned with in cultivating this plant on a large scale here, since it would probably be soon attracted to these fields. No doubt it is a comparatively recent introduction into these islands, since it was not found by Mr. Blackburn during his six years of entomological work.

Fam. BRUCHIDÆ.—*Bruchus chinensis* and another species.—Introduced in pea-beans, etc., the former at times injurious to these products.

Fam. CERAMBYCIDÆ (chiefly group Plagithmysides, peculiar to these islands)—*Long-horned beetles*.—The larvæ are the "mu" of unsound timber, especially noticeable in the koa (*Acacia koa*).

Of this family of beetles about 60 species are known to inhabit the islands, and the larvæ of all these are white grubs, which bore in the wood and bark of trees.

Nine of the species have been, no doubt, introduced, but all the rest are quite peculiar to the islands and are found only in the mountain forests. Of these peculiar species no less than 16 attack the koa (*Acacia koa*) only, 5 the mamane (*Sophora*), 6 the ohia (*Metrosideros*), 4 the alani (*Pelea*), 4 the ahakea (*Boltonia*), while the ohia-ha (*Eugenia*), the mamake (*Pipturus*), and the wauke (*Broussonetia*), have each two species peculiar to them; the naio (*Myoporum*), the pua (*Olea*), the kōkō (*Myrsine*), the akala (*Rubus*), and some others but one each. In contrast to this class, two feed on many kinds of wood, whether in the form of wet, decaying logs or of still living trees. One of these, *Egosoma reflexum*, has been noted as attacking the roots of cane and coffee in places previously covered with forest, the larvæ being, no doubt, driven to this by starvation, having remained in the earth after the removal of their natural food.

Of the numerous species of the former class which restrict their attacks, each one to a single kind of tree, the larvæ of only two appear to live in healthy, growing trees. One of these is peculiar to the wauke, the other to the bastard sandal. In

the higher forests of Hawaii, in certain localities, nearly every bastard sandal tree is perforated with the burrows of this insect, but the trees flower and seed freely and are certainly not destroyed unless after many years.

None of the many other species, including the 16 species peculiar to the koa, attack healthy trees, but when a tree is directly injured by fire or ax, or gnawed by goat, deer, or cattle, or indirectly, by the destruction of the underbrush, which exposes the roots to the heat of the sun and inducing a sickly condition, these beetles are attracted in numbers and, breeding with great rapidity, hasten its destruction. It is not unusual for the owners of forest lands to attribute the destruction of their trees solely to the larvæ of these beetles, whereas the injuries caused by running stock in the forest are the primary cause of this destruction, the insects only hastening the decay of trees already sickly and doomed. In virgin forests, untrodden by cattle and untouched by fire or ax, one may spend many weeks without seeing a single individual of the beetles, unless one chances on a tree in a natural state of decay, whereas in adjoining forests occupied by cattle hardly a tree of certain kinds is free from attack. Moreover, the evolution of nearly 60 allied species, so modified that their relationship with foreign forms is very remote, must have required vast ages for its accomplishment, and were they as destructive under natural conditions as under those induced by man all the trees attacked by them would have been exterminated ages before these islands were inhabited by him.

At the present time the various species of the *Plagithmysides* are parasitized by two species of Braconid flies, one a recent, the other an older importation. Both freely attack the introduced *Cerambycids* as well as the native, and both are continually extending their range and increasing in numbers. In some cases we have known only 1 or 2 per cent of the larvæ to escape destruction from these parasites.

The older species was described from these islands as *Monolexis palliatus*; the recent arrival is probably an undescribed species. One native bird, the remarkable pseudonestor, feeds almost solely on the larvæ of these beetles, but it is restricted to a small area on Haleakala only. With regard to the 9 introduced *Cerambycid* beetles the same remarks apply as already made on the indigenous species. Destructive to sickly trees, they rarely if ever attack such as are in a healthy condition.

Fam. CURCULIONIDÆ.—*Aramigus fulleri*.—Introduced within the last twenty years probably, since it was not obtained by Mr. Blackburn, who collected at Olinda. It is well known on Maui as the olinda bug and in the United States as "Fuller's rose-beetle." It is injurious to the koa and other trees and plants on Maui. It has of late years been carried to Hawaii, where in certain localities it rivals the Japanese beetle in consumption of foliage. It has no natural enemies in this country.

Cylas turcipennis and *Hyperomorpha squamosa*.—Two weevils on sweet potato. The former also on other species of *Ipomœa*. No natural enemies known.

Sphenophorus obscurus.—The cane borer of these islands. Probably originally introduced in cocoanuts from Samoa, Fiji, or Tahiti. Found in large numbers in all stages in the drupe of seed cocoanuts recently imported from Samoa. Also breeds in banana, royal palm, and papaya.

Calandra oryzae.—In rice and stored grain; introduced with a Chalcid parasite.

Fam. ANTHRIBIDÆ.—*Aræocerus fasciculatus*.—Destroying seeds of many forest trees, e. g., koa, mamane, etc.; also in coffee berries. No natural enemies known here.

Fam. SCOLYTIDÆ.—*Hypothenemus maculicollis*.—Reported as injurious to (boring in) alligator pear on Hawaii; also injurious to many trees when pruned or in sickly condition.

H. eruditus often in company with the preceding in many kinds of trees and plants. Both are parasitized by a Bethyloid occasionally. No doubt both are imported species; the *H. eruditus* has been described under many names from different countries.

Xyleborus.—Many species, mostly native, but some (e. g., *X. pubescens*) introduced. Mostly attack only sickly or dying trees. Myriads of *X. pubescens* bred in the partially burnt trees of the plague-infested districts of Honolulu; and this and other species ravage the surviving but injured trees after a forest fire. A native species, probably *X. rugatus*, was destroying most of the surviving halapepe trees near the head of Nuuanu Valley. No natural enemies known in these islands.

Fam. TENEBRIONIDÆ.—*Gnathocerus cornutus*, *Tribolium ferrugineum*, *Alphitobius picus*, *Alphitobius diaperinus*, *Tenebrio molitor*.—In flour and stored produce, as in other countries; cosmopolitan introduced species.

Fam. BOSTRICHIDÆ.—*Bostrichus migrator*.—Boring holes in wooden tanks and also in woodwork of houses.

Fam. ANOBIIDÆ.—*Lasioderma serricorne*.—Injurious to cigars and cigarettes. Introduced species.

Fam. ELATERIDÆ.—*Chalcolepidius erythroloma*.—Introduced. Larvæ noticed breeding in numbers in orange trees, but these were probably unhealthy before they were attacked.

Fam. BUPRESTIDÆ.—A small unidentified beetle of this family was breeding in great numbers and doing much injury to trees in the lower part of the planted talus forest in 1900. A recent introduction.

Fam. MELOLONTHIDÆ.—Introduced within the last ten years, probably from Japan, and generally known in the islands as the Japanese beetle. For some time it was restricted to Oahu, but has now spread to the other islands and has extended its range to a considerable elevation in the mountain forests. As a beetle it is attracted to some shade and forest trees as well as many ornamental plants. Fortunately, unlike many of its allies, it appears to do little or no damage in the larva stage. It has no insect parasites, but is readily destroyed by two species of fungi under conditions of moisture suitable for their growth.

Fam. COCCINELLIDÆ OR LADYBIRDS.—Formerly these beneficial insects were represented by only four species, and it is quite probable that all of these were originally imported with plants from other countries and that none were truly indigenous. These four species consisted of three minute species of *Scymnus* and the larger *A. abominalis*. Owing to this deficiency in ladybirds, many scale insects, especially those which had been introduced with foreign plants and with no natural enemies, increased beyond all bounds. The highly successful introduction of *Vedalia* as a remedy for the attacks of *Icerya* was followed by that of many other species, some of which have flourished, while others have failed to establish themselves. The most important (excluding the *Vedalia*) have been *Cryptolaimus montivagus*, *C. lividigaster*, *Rhizobius ventralis*, *Coccinella repanda*, *Orcus chalybeus*, *C. pupillata*, *Scymnus debilis*, etc. *Chilocorus circumdatus*, which for a time bred freely and did fine work, has become extremely scarce, although its food remains abundant. A number of small and inconspicuous species are well established and abundant whenever an increase takes place in their special food.

Fam. NITIDULIDÆ.—*Carpophilus maculatus*, *Carpophilus dimidiatus*.—Domestic insects attacking various articles of food.

Haptoncus spp.?—Breeding in fermenting exudation of growing cane, where attacked by other insects, and in seeds of some forest trees in company with *Brachymeria*.

LEPIDOPTERA (Butterflies and moths).

Fam. CARADRINIDÆ.—*Agrotis upsilon*, *Agrotis crinigera*, *Agrotis dislocata*.—The caterpillars of these three species are the most widely spread and destructive of Hawaiian cutworms. They are properly called "Peelua" by the natives, from their habit of hiding themselves beneath the earth in the daytime. The native name, "Peelua," is sometimes applied to these caterpillars, is more correctly restricted to other kinds. That of *A. crinigera* is the largest, and when, as often, it is found in myriads in a limited area, it destroys nearly all kinds of vegetables and garden produce. Sometimes all three species are found in company, and the caterpillars considerably resemble each other, although the moths are extremely different. The cutworm which produces *A. upsilon* is easily distinguished from the other two by the greasy appearance of the skin, which is seen even with a moderate lens to be distinctly shagreened, and by the nearly entirely dark sides of the head. It is a foreign species. The other two species are supposed to be peculiar to the islands, and their cutworms greatly resemble each other. *A. dislocata* is smaller, the eyes are placed on a distinct dark spot, and there is another largish spot above this. The *crinigera* cutworm attains a much larger size and is without the above-mentioned dark spots. Each of these cutworms is subject to the attack of and destruction by Tachinid flies. *A. dislocata*, at least, is destroyed by an Ichneumon fly of the genus *Linnerium*, but in spite of this it is locally and periodically abundant and injurious. There are 23 other species of cutworms of this genus known to inhabit the islands, but none of these have been reported as injurious.

Heliothis armiger.—Common in the islands, but not hitherto reported as injurious as in other countries. Much parasitized by Tachinid fly. This is the well-known "bollworm," so injurious to cotton, cereals, etc., on the mainland.

Leucania unipuncta.—Very destructive in other countries, but so far not so reported in these islands. The true "army worm," which name is often applied in the islands to the following species, the *S. mauritia* or grass worm.

Spodoptera mauritia.—Caterpillar injurious to young sugar cane and highly injurious to pasture lands periodically, when it is seen in incredible numbers devouring the fresh blades of grass. No parasites reported, but no doubt it is attacked by Tachinid flies. It appears probable that this species is identical with the well-known and injurious *Laphygma frugiferda* of America. It forms a favorite food of the ground plover and ring dove, which attains its finest condition when feeding on the caterpillars.

S. Erigua.—Sometimes injurious to garden produce, cabbage, etc.

Fam. SELIDOSEMIDÆ.—*Scotorhythra idolias*.—The caterpillar of this moth is well known from the fact that it periodically destroys the foliage of the koa in the forests of Hawaii. This periodical defoliation of every tree over large areas would appear to be of comparatively recent origin and is probably to be attributed to the great decrease that has taken place in the numbers of the native birds, with many of which these caterpillars are a favorite food. They are apparently not greatly subject to the attacks of parasites, but are sometimes destroyed by the Ichneumonid flies of the genus *Limerium*, and probably by some of the species of *Enicospilus*. Similar ravages in the koa forests of east Maui appear to be due to the caterpillars of the closely allied *S. aludicola*, but as nearly forty species of the genus are known, and the caterpillars of several may often be found on a single tree, it is probable that other species also join in the attack on the koa. *Scotorhythra* is a genus quite peculiar to the Hawaiian islands, and consequently the chance of procuring parasitic enemies from elsewhere is not hopeful. An increase in the numbers of native birds which habitually feed on these caterpillars is required to keep down their numbers.

Fam. PIERIDÆ.—*Pieris rapæ*.—The cabbage or garden white butterfly is a recent introduction and, as in all other countries where it is native or has been introduced, is injurious to cabbage. Nevertheless, it has not increased to the extent that might have been expected in the absence of its natural enemies, at least around Honolulu. This is certainly largely due to the fact that here it almost ceases to appear during the summer months, and that the caterpillar is preyed on by one of the foreign wasps, while the eggs are devoured by some of the imported species of ants. These enemies seem to more than make up for the absence of the European parasites. In this country only the summer form of the butterfly is produced, there being no seasonal dimorphism. In places remote from cultivation the caterpillar of this butterfly feeds as freely on the native *Capparis* (*Puapilo*) as it does on the cabbages in gardens.

Fam. PHYCITIDÆ.—*Ephestia elutella* and other species.—Imported domestic species, injurious to stored produce, as in nearly all countries.

Fam. PYRAUSTIDÆ.—*Margaronia exaula*.—Caterpillar between the leaves of many kinds of Euphorbiaceous plants, both native and introduced, often entirely destroying the foliage. It is eaten by the sparrow in Honolulu and in the forests is killed by native predatory wasps.

Omiodes blackburni.—The caterpillar of this moth is the cocoanut leaf worm, and few of these palms can be seen which are not greatly disfigured by its attack. It also feeds on the leaves of other palms and sometimes entirely kills those of the banana. It is much parasitized in many localities by a species of *Ectromorpha*, as well as by the introduced *Chalcis obscurata*; sometimes also by *Pimpla*. But for the attacks of these it is probable that the cocoanut palm could hardly exist here. The cocoanut moth is peculiar to these islands.

Omiodes accepta, *Omiodes epicentra*.—Caterpillars feed on grasses and the leaves of sugar cane. Rather injurious. Much sought after by predaceous native wasps (*Odynerus*), being the favorite food of some species.

Omiodes, other species.—Of several of these the caterpillars are grass eaters, but they appear to choose generally such kinds as are of little value as pasturage. Consequently, although extraordinarily numerous in most pasture lands, their attacks are of small account.

Hellula undalis.—Caterpillar well known on the American continent as the web-form of the cabbage, to which it is also injurious in these islands. No natural enemies are known in this country, but on the Continent it is parasitized by the Ichneumon fly, *Meteorus*, and a Braconid *Porizon*.

Tortricina and *Tineina*.—The small moths comprised in these two groups are very numerous in the islands, and in some cases the species are important economically. As an extensive work on these is now in the press it is not possible at the present time to refer to the species listed below by their scientific names, as these are for the most part not yet published.

(1) *Yellow Tortrix of the Citrus*.—Probably a very recent introduction, most probably brought on citrus trees from Australia, where it is known to occur, as also in New Caledonia. Though especially injurious on lime and orange trees, the yellow or green caterpillar is polyphagous, feeding on such diverse plants as *Euphorbia*, *Oleander*, *Nasturtium*, cotton, seeds of *Acacia koa*, fruit and seed of *Eugenia*, etc. It appears to be rapidly increasing each year, although parasitized by *Chalcis*, *Chelonus*, and *Pimpla*. On citrus trees it not only eats the leaves, especially those of young shoots, but gnawing at the base of the young fruit causes this to drop off, so that sometimes 90 per cent or more of the fruit on a tree which is badly attacked is lost.

(2) *Small red Tortrix of the Koa*.—Very numerous in many koa forests, caterpillar feeding on terminal twigs and on seeds.

(3) *Dark-colored Tortrix of Koa*, feeding in gall-like swellings of the stem.

(5) *Larger red seed-eating Tortrix*.—Seeds of sapindus, koa, acacia farnesiana, etc. Sometimes destroying every seed of the last named, the flowers of which are valuable for making perfume, and the beans as food for cattle.

(5) *Gray tortrix of the Mamane (Sophora) caterpillar*; destroying seeds.

All the above species are important as destroying large quantities of seed of valuable forest trees, especially Acacia koa and Sophora chrysophylla. They are hardly, if at all, accessible to the attacks of any species of birds, but some of them are a favorite food of many native wasps, but for which, with the aid of many other species of their own family, they would probably devastate the forest. Several are certainly foreign insects, imported with seeds and plants, and it is probably due to the attacks of one or other of these that in some districts it is said that hardly a sound seed of the koa is now attainable.

(6) *Gray Tortrix of the Ohia (Metrosiderus)*.—Numerous in places and injurious, but the caterpillars destroyed to an enormous extent by native wasp.

(7) *Azinis hilella*.—Caterpillar defoliating the koa tree (*Cordia subcordata*) or greatly disfiguring it. Sometimes parasitized by Pimpla. Only attacks the native Cordia. An introduced and handsome species is quite free from this caterpillar.

(8) *Gelechiid (undetermined)*, attacking cotton bolls.

[Parasitized by *Chelonus blackburni*.]

HEMIPTERA (BUGS, PLANT LICE, SCALE INSECTS, ETC.).

The native Hemipterous fauna consists to a large extent of Capsidæ in the one section and of Fulgoridæ in the other. All these are confined entirely to the mountain forests and even when abundant are apparently harmless. Scale insects and Aphididæ were certainly absent until carelessly imported with plants by the white man, but are now represented by numerous species, some of which have proved extremely injurious.

HEMIPTERA HOMOPTERA.

Fam. FULGORIDÆ.—(1) *Paciloptera acuta*.—On mango and coffee trees, especially in wet districts, and on forest trees up to 2,000 feet. Badly affected trees have foliage entirely black from the fungoid growth on the excretions of the insect. No natural enemy known in this country. The species was probably imported about twelve years ago.

(2) *Fulgorid of the sugar cane*.—Probably a recent importation, since the species has only come into prominent notice during the last year or two. It is commonly known as the sugar cane leaf hopper, being similar in appearance to the *Jassidæ*, which are more correctly termed leaf hopper. It would appear to be different from any of the three species recorded as injuring cane in Java. Seed cane recently imported from Queensland contained eggs abundantly and some immature forms. Larvæ of a Fulgorid very similar to and perhaps identical with the Hawaiian species. The eggs are laid either in the leaf or in the stem of the cane beneath the surface in a small chamber formed by the ovipositor of the parent. A minute scar marks the situation of this chamber. When badly affected the leaf becomes either spotted or entirely red, and the usual black fungoid growth follows the attack. The natural enemies to this Fulgorid at present are a recently (and accidentally) imported Reduviid bug, now becoming very numerous, and the various kinds of spiders which are usually abundant in the cane fields.

Fam. APHIDIDÆ.—Three or four species of Aphis have been imported with plants, but the introduced Coccinellids generally keep these fairly in check. The larvæ of *Chrysopa microphylla* and *Xanthogramma grandicornis* also do excellent service, but the latter is itself subject to the attacks of hymenopterous parasites. Certain species of Braconid hymenoptera and additional species of Syrphidæ might advantageously be imported to assist the above-mentioned enemies of Aphis.

Fam. COCCIDÆ.—No complete list of Hawaiian scale insects has been published, but the species may be estimated as numbering from 50 to 75. Owing to the introduction of ladybirds and hymenopterous parasites very few of these species now do serious damage, the ravages of *Icerya*, *Pulvinaria*, and others being things of the past. Some scale insects formerly ubiquitous and often in myriads on a single tree, as a few years since was *Ceroplastes*, now require hunting for. Apart from the ladybirds the Chalcid parasites of the genera *Encyrtus*, *Tomocerus*, *Coccophagus*, etc. have done excellent service.

At the present time probably the two most injurious scale insects are the purple scale, *Mytilaspis citricola* of the citrus trees and the white *Eriococcus* of the alligator.

pear, guava, and other trees. Though the male scale of the latter is readily eaten by several ladybirds, a good enemy for the female is much needed.

One scale insect (*Orthezia insignis*) has been lately spread by some landowners over the land in the hopes that it will destroy the lantana. The wisdom of this course is very questionable, as the Orthezi is well known elsewhere to be a most destructive insect, attacking a great variety of trees other than lantana. It is said to be particularly injurious to rutaceous trees, of which, as is well known, a large part of the Hawaiian forest consists.

HETEROPTERA.

Fam. REDUVIIDÆ.—A brightly colored Reduviid bug imported accidentally within the last few years has now become extremely common. It does good work in preying on many injurious insects, such as plant lice, the cane hopper, etc. At the same time it destroys to some extent the beneficial ladybirds, piercing them through with its beak.

DIPTERA (TWO-WINGED FLIES).

The injurious Diptera consist entirely of imported species and include the usual species infesting stock, the horn fly (*Hæmotobia serrata*), imported during recent years, being now the worst and extremely numerous. The *Estrus ovis*, attacking sheep, and two or three undetermined bot flies, attacking cattle, have been imported with stock as in other countries. The two species of *Culex*, or mosquito, one of which is diurnal, the other nocturnal, are excessively numerous on the lowlands and up to moderate elevations in the mountains. In some districts of the islands where they are very troublesome they could be practically exterminated by the usual remedies with comparatively small trouble, but in places where are extensive taro patches, rice fields, and swamps, their extermination is probably impracticable. Fortunately the *Anopheles* mosquito is absent from the islands, and the true intermittent or malarial fever is consequently not known except in the chance case of a person just arrived from other countries with the fever still in the system.

Fam. TRYPETIDÆ.—Some five or six years ago a fruit fly was introduced, which practically put an end to the raising of melons, cucumbers, etc., unless these were so guarded that the fruit was inaccessible to the fly. This species was described at Washington as *Dacus cucurbitæ*, from Honolulu. Its true home is, no doubt, either Japan or China. At Hongkong a species is found almost identical in size, color, and form, and which only differs in having an additional pair of bristles on the scutellum. Parasites for the melon fly could, no doubt, be procured from that country.

Fam. ORTALIDÆ.—*Euxesta annonæ*.—Larva on cane attacked by other insects. An introduced species.

Orthoptera, crickets, grasshoppers, etc., collectively known as "Uhini" or "Unihii" in Hawaii, and the roaches as "Elelu."

The native insects of this group are of no importance economically, but some of the imported ones are more or less injurious. Of nearly a score of Blattidæ (roaches) all but one are certainly imported. Most of these are parasitized by two species of *Evania*, and are consequently much less numerous than they otherwise could be. The *Eleutheroda dytisoides* sometimes kills the branches of cypress and other trees, gnawing off the bark. The grasshopper (*Oryza velox*) and the locustid (*Xiphidium lucum*) frequently swarm in cane fields and grass lands, and must necessarily do a certain amount of damage. They have no natural enemies of importance.

NEUROPTERA.

The foreign dragon flies or Pinau (*Pantala*, *Anax*, and *Tramea*), which are natural immigrants, are of considerable value in destroying mosquitoes in all stages and the winged adults of Termites. Additional species, especially such as would live in brackish water, might advantageously be imported. The *Chrysopa microphya*, as already noticed, feeds on many kinds of scales, plant lice, etc., and other species of similar habits might well be introduced.

HYMENOPTERA (BEES, WASPS, ICHNEUMON FLIES, ETC.).

The beneficial parasitic Hymenoptera have already been noticed under various pests. It remains to call special attention to the native wasps (*Odynerus* and allied forms), since they are not only of extreme importance for the protection of many forest trees, but also for the preservation of many forage plants. Existing in all seasons in millions on each island of the group, and continually storing up caterpillars for their young, the extent of their services is known only to those who have

specially studied the matter. Many of the caterpillars destroyed are of the new hidden kinds, and such as are not subject to the attacks of birds. At present the wasps have no enemies, the native birds not feeding on them in any stage, or at least only on very rare occasions. For this reason the importation of all birds which feed for food along dead branches of trees (in which the white grubs of most of the forest-frequenting wasps are placed) is carefully to be avoided, as well as of such insectivorous birds as are liable to feed on these insects when in the mature state. Similarly no insect parasite which might possibly attack the larva of these wasps should ever be introduced into the islands.

Megachile palmarum (leaf cutter or tailor bee).—Disfiguring many ornamental plants and shrubs by cutting out oval and circular pieces from the leaves. Of comparatively recent introduction, now extremely numerous. No insect parasites.

FISHERIES.

A law forbidding the use of nets in fishing with a mesh under a certain size is vital to the protection of the sea fisheries.

The use of small-mesh nets and the use of dynamite is seriously injuring the fishing interests of the Territory.

As Chinese and Japanese fishermen are mainly responsible for the injury caused by the use of a small mesh, a remedy may be found in the provision of the organic act, section 95, which opens all sea fisheries to citizens of the United States, the implication being that those who are not citizens are without fishing rights. Measures have been taken to subject the fishing privileges of noncitizens to certain strict regulations in regard to the size of mesh of fishing nets and the use of dynamite.

Honolulu fish market.—Fish exposed for sale, 2,571,796; fish condemned, 31,650, or 1.23 per cent.

Hilo fish market.—Fish exposed for sale during eleven months to July 1, 582,077; fish condemned, 1,409, or 0.24 per cent.

The disparity in the percentage of fish condemned in Honolulu and Hilo can hardly be accounted for, except on the ground of greater strictness on the part of the Honolulu inspectors.

Eighty-eight kinds of fish by the Hawaiian nomenclature were recorded at the Honolulu market and 76 kinds at the Hilo market. Both markets had five kinds of other marine animals exposed for sale as food, such as turtles, squid, crabs, crawfish, and sea urchins.

CORPORATIONS.

On June 30, 1901, there were 350 corporations in force.

Corporations filed from July 1, 1901, to June 30, 1902.

Agricultural	2
Mercantile	52
Insurance	1
Railways	2
Benevolent societies	2
Total	59

RAILROAD ENTERPRISE.

The Hawaii Railway Company operates 20 miles of 3-foot track in North Kohala, island of Hawaii. Weight of rails from 20 to 35 pounds per yard. Rolling stock, 4 locomotives and 80 cars. Business of the road consists mainly in carrying plantation supplies and sugar, includ-

ing lighterage of freight and loading of sailing vessels at the port of Mahukona. Freight is 10 cents per ton per mile. Capitalization, \$50,000; working capital, \$85,000. Business satisfactory.

The Oahu Railway and Land Company was incorporated in 1889 for the purpose of building steam railroads on any part of the island of Oahu, and to this end a franchise was granted for fifty years.

The line extends around the southern side of the island to Kahuku, the northernmost part of the island of Oahu, a distance of 71 miles. Including branches and sidings the road has in operation a total of 84 miles.

The company controls about 80,000 acres of pasturage and sugar lands under from forty to fifty year leases. On these lands are located Ewa and Kahuku plantations and a portion of Honolulu and Oahu plantations.

There are six sugar plantations on the line of the road, with an aggregate yield at present of 95,000 tons of sugar. All of the freight to and from said plantations is at present carried over the railroad.

The track is 3-foot gauge, 48-pound rails; 12 locomotives are in use and 276 cars. The number of passengers carried from July 1, 1901, to July 1, 1902, was 437,645. The number of tons of freight hauled during the same period was 308,534.

During the past two years the company has made extensive improvements on its water-front property, constructing 4,000 linear feet of wharfage with a depth of water 30 feet. The same are equipped with two warehouses having a storage capacity of 10,000 tons each, and provided with electric conveyers capable of delivering to vessels lying at the docks 250 tons of sugar per hour.

The Hilo Railroad Company was chartered May 28, 1899; capital stock, \$1,000,000; authorized capital, \$10,000,000; \$850,000 6 per cent coupon 1-20 bonds have been issued.

The road has been constructed from Waiakea at the east side of Hilo Harbor, to Kapoho, in the district of Puna, a distance of 24 miles. On this line, and 7 miles out from Hilo, is the Olaa Sugar Company's mill. From this point the railroad runs through Keeau and Olaa to the 22 milepost on the Volcano road, 9 miles from the Volcano House. The elevation of this terminus is 2,300 feet. This part of the line is nearly constructed, and will probably be finished by January 1, 1903. The company intends to extend the railroad along the beach at Hilo to the post-office block north of Waianuenue street and to the wharf, with a branch to Hawaii mill. The location of this extension has been approved by the Territory of Hawaii in accordance with the terms of the franchise of the company.

The railroad is of standard gauge, with rails weighing 60 pounds per yard. Equipment consists of 3 Baldwin locomotives, 1 Schenectady locomotive, and 60 cars.

The company is also equipped with a first-class machine shop and foundry capable of doing any kind of plantation or railroad work.

Kona-Kau Railway.—Prior to the incorporation of the Kona-Kau Railway Company there had been two railway companies for the island of Hawaii incorporated, which contemplated the extension of railroads substantially around the island with the exception of Kona and Kau districts. The Kona-Kau Railway Company plans eventually to connect with such roads, thus effecting a continuous line of rails around the island of Hawaii.

Preliminary surveys have been made of the whole length of the proposed line of this company about 120 miles. Between 25 and 30 miles have been surveyed, located, and mapped, and subject to the approval of the governor, are ready to be contracted for. About \$50,000 have already been expended.

The seacoast terminus of this road will be at Kealahou Bay. The level of the main line will approximate 1,400 feet. It will traverse the Kona and Kau districts at about that level.

Prospects are favorable for the beginning of the work of construction early next year.

STREET RAILWAYS.

I have not been able to obtain a report from the Hawaiian Tramways Company, Limited, of their year's work. The governor's report of 1900 is approximately applicable to this company for the past year except as to its income, which has probably fallen off somewhat, owing to the competition of the Honolulu Rapid Transit and Land Company.

The latter company began operations on the 31st day of August, 1901, with a track mileage of 4.4 miles, and constructed and put into operation within a year 7.31 additional miles, making a total of 11.71 miles. An extension to Waikiki, a populous suburb on the seashore, is under construction. Since this company began carrying passengers no interruption through any defect in the steam or electrical equipment has occurred.

The following table furnished by Mr. Ballentyne, the manager of the company, gives the monthly results for the first year's operations:

Month.	Mileage.	Passengers.	Earnings.	Expenses.	Net earnings.	Miles in operation.
1901.						
September	24,938	201,922	\$10,001.25	\$4,740.14	\$5,261.11	4.40
October	29,082	192,257	9,327.55	5,603.07	3,724.48	6.17
November	88,487	214,286	10,445.15	6,464.44	3,980.71	7.17
December	42,594	270,633	13,125.90	7,454.30	5,671.60	7.36
1902.						
January	47,775	277,891	13,411.25	8,431.08	4,980.17	7.36
February	43,567	259,819	12,439.05	7,301.45	5,137.60	7.36
March	47,817	263,902	12,626.35	7,595.96	5,030.39	7.36
April	46,798	270,212	12,976.10	7,857.28	5,118.84	7.36
May	48,521	283,133	13,527.60	8,058.65	5,473.95	7.36
June	51,663	300,874	14,516.10	7,866.49	6,649.61	9.25
July	67,736	345,248	17,016.40	10,116.51	6,899.89	11.71
August	71,505	345,056	16,944.70	9,420.18	7,524.52	11.71
Total	555,433	3,255,283	156,357.40	90,904.53	65,452.87	11.71

^a Average.

Average operating expense to earnings, 58.1 per cent.

Average expense of carrying passengers per head, 2.8 cents.

EDUCATION.

The report of the superintendent of public instruction, Mr. Alatau T. Atkinson, for the past year is very concise and yet so full that after incorporating the greater part of it in my report there is little left for me to say on this subject.

I would call attention to some interesting deductions drawn from Mr. Atkinson's figures.

The number of pupils in the public schools is 13,189, showing an increase of 6,041, or 84½ per cent, over the number in 1892, which was 7,148.

The number of pupils in private schools is 4,329, showing an increase of 1,317, or 44 per cent, over the number in 1892, which was 3,012.

The number of pupils in all schools 17,518, showing an increase of 3,588, or 72 per cent, over the number in 1892, which was 10,160.

In the public schools there is an average of 35 pupils to one teacher, and in private schools an average of 19 pupils to one teacher.

Of the teachers in the public schools 72½ per cent are women and 27½ per cent are men; of the teachers in private schools 64½ per cent are women and 35½ per cent are men, while of the teachers in all schools 69½ per cent are women and 30½ per cent are men.

Of the pupils in the public schools 55 per cent are boys and 45 per cent are girls; of the pupils in private schools 53½ per cent are boys and 46½ per cent are girls, while of the pupils in all schools 54½ per cent are boys and 45½ per cent are girls.

Hawaiians and part Hawaiians make up 24½ per cent of the teaching force in public and private schools, while in the public schools alone they form 44½ per cent of the teaching force. Among the pupils of all schools Hawaiians and part Hawaiians form 44½ per cent and in the public schools 46½ per cent.

[Extract from the report of the superintendent of public instruction.]

The public schools of the islands are 143 in number, while the private or independent schools are 54. This by no means gives the number of school buildings. Many of them are being taught in several buildings. Thus the normal school has three separate buildings, the Ainakea School in Kohala has two, so has the Makala School in the same district, the Royal School has four, and so forth. By the 143 schools is meant 143 schools under the charge of 143 principals. These schools vary in size from 600 in some of the city schools to an enrollment of 15 or 20 in very remote and isolated villages.

The total enrollment in all schools of the Territory is 17,518. The enrollment in the public schools on June 20 of this year, when the schools closed for vacation, was 13,189, the largest number ever reported. In 1892 the enrollment was 7,148, so that there has been an advance of say 6,000 during the decade. These pupils are instructed by 380 teachers. The enrollment of the private or independent schools is 4,329 as against 3,012 in 1892, an advance of say 1,300 in the decade. These schools receive instruction from 229 teachers. The accompanying table shows these facts:

Number of schools, teachers, and pupils in the Territory of Hawaii.

	Schools.	Teachers.			Pupils.		
		Male.	Female.	Total.	Male.	Female.	Total.
Public schools.....	143	104	276	380	7,233	5,956	13,189
Private schools.....	54	81	148	229	2,318	2,011	4,329
Total	197	185	424	609	9,551	7,967	17,518

The nationality of pupils in the schools is varied, there being no less than eleven divisions. The comparative table will show that while the Hawaiian school children of unmixed blood have somewhat decreased, the Hawaiian children of mixed blood have increased. Ten years ago, in 1892, the number of Hawaiians of unmixed blood numbered 5,353, and the Hawaiians of mixed blood, or part Hawaiians, reported 1,866 or 7,219 in all. At the present time, 1902, there are 4,903 Hawaiians, and 2,869 part Hawaiians, making a total of 7,772, an increase of 500 children who claim Hawaiian ancestors.

In the same period of time the Portuguese children attending school have increased from 2,253 to 4,124, or have practically doubled, the increase being close on 2,000

during the ten years. The increase of Portuguese children attending school has been four times that of those of Hawaiian descent. On the other hand, if we eliminate the Hawaiians of pure blood we find the increase of the part Hawaiian to be very close to the increase of the Portuguese, the part Hawaiian showing an advance of 1,296 children in school during the ten years. This increase, of course, does not come from importation, but from the natural increase of families born and brought up here. On the other hand, among the Japanese a number of children were born in Japan and brought here.

Some idea of the increase of Japanese population can be gathered from the fact that in 1892 there were but 60 Japanese children in school, while in 1902, ten years later, there were 1,993. Chinese children have increased in the decade from 353 to 1,395. These form the main races from which our schools are recruited.

The Porto Ricans, though only about two years in the country, show up to the number of 596.

As these races are mingled in school, there being no government school devoted to any special race, the problem of teaching these pupils is no easy one. The whole mass is taught in the English language, and that we should have the success which has attended our efforts argues well for the system which has been instituted and carried on for the last fifteen years. Up to the year 1887 there were quite a number of public schools taught in Hawaiian. By continued petitions from the parents these schools were gradually converted into English schools. The last school taught in Hawaiian was changed into an English school in 1901. This was on the island of Niihau. One of the young Hawaiians on that island, the grandson of the native schoolmaster, came to Honolulu, was educated in English, and has returned to the island to teach the future generation of Niihau Islanders in the English language. The following is the table of school children, by nationalities:

Nationality of pupils attending school in the Territory of Hawaii.

	Public.	Private.	Total.
Hawaiian	4,146	757	4,903
Part Hawaiian	1,993	876	2,869
American	447	365	812
British	143	97	240
German	155	152	307
Portuguese	2,876	1,248	4,124
Scandinavian	74	24	98
Japanese	1,785	208	2,003
Chinese	931	464	1,395
Porto Ricans	539	57	596
Other foreigners	100	51	151
Total	13,189	4,329	17,518

To instruct this heterogeneous mass of pupils the public schools employ 380 teachers and the private schools 229. This gives an average of 34 pupils to each public school-teacher and an average of 19 pupils to every teacher in the private schools. The public school work, therefore, is a great deal harder than the work in most of the private schools.

Of the nationalities employed in the teaching force of the public schools 53 are Hawaiians and 59 are part Hawaiians, making 117 teachers of Hawaiian descent, everyone of whom has passed through the schools of the Territory, and the majority holding certificates from the department of education, obtained by examination from the territorial normal school, after a three years' course. American teachers, however, head the list with 188 individuals. Of these, while many come from the mainland, a large percentage is supplied from those born and brought up on the islands, and some of the most useful and progressive of our teachers are the products of our own public schools and normal school. The Portuguese and Scandinavians employed as teachers in the public schools have nearly all been brought up in the territorial schools. They are the descendents of immigrants who came here as laborers in the first instance. They all earn good salaries. There is a case here of a Portuguese young lady whose parents came to work on the plantations, receiving wages of \$20 to \$25 a month. She distinguished herself in school, studied and passed the examinations for a first-class certificate, and, having occupied positions as a teacher, is now principal of a large school at a salary of \$1,000 a year and a good prospect for future advancement.

The private schools employ more teachers of foreign parentage than the public schools. They employ only 32 teachers of Hawaiian blood, and very few of the

Teachers have been educated in the Territory. The Portuguese teachers in this employ have been drawn from the Portuguese colony in Jacksonville, Ill., and are of course Protestants. The majority of the Portuguese employed in the public schools are Roman Catholics. The following table gives the nationalities of the teachers in the two classes of schools in the Territory, and likewise the totals. Out of a total of 609 teachers, 185 are males and 424 are females:

Comparative table of nationality of teachers.

Nationality.	Public schools.	Private schools.	Total.
Hawaiian	58	21	79
Part Hawaiian	59	11	70
American	188	141	329
British	44	12	56
German	8	8	11
Portuguese	16	7	23
French	1	9	10
Scandinavian	10	5	15
Belgian		3	3
Japanese		5	5
Chinese		6	6
Other foreigners	1	1	2
Total	380	229	609

In the following table the distribution of the public and private schools, together with the teachers and pupils, is given according to the various islands. It will be noted that the bulk of the private schools is to be found on the island of Oahu, and practically in the city of Honolulu. These private or independent schools receive their support from endowment estates, as Oahu College, with its preparatory and kindergarten attachments, to which institutions lands and money have been donated and willed, and also the Kamehameha schools for boys and girls, which receive their income from the Bishop estate lands, left for the purposes of education, by the late Bernice Pauahi Bishop. Others are supported by religious bodies, as the St. Louis College by the Roman Catholics, and certain seminaries by the Protestant denominations. There are also a few small schools kept for profit by their teachers.

Distribution of schools, pupils, and teachers in the Hawaiian Islands.

PUBLIC SCHOOLS.

Island.	Number of schools.	Teachers.			Pupils.		
		Male.	Female.	Total.	Male.	Female.	Total.
Hawaii	56	37	91	128	2,367	1,970	4,337
Maui and Lanai	30	27	37	64	1,170	1,008	2,178
Molokai	9	5	6	11	135	108	243
Oahu	33	22	113	135	2,587	2,090	4,677
Kauai and Niihau	15	13	29	42	974	780	1,754
Total	143	104	276	380	7,233	5,956	13,189

PRIVATE SCHOOLS.

Hawaii	11	13	23	36	411	376	787
Maui and Lanai	9	6	21	27	234	341	584
Molokai	1	3	.....	3	44	.....	44
Oahu	29	54	100	154	1,545	1,218	2,763
Kauai and Niihau	4	5	4	9	75	76	151
Total	54	81	148	229	2,318	2,011	4,329

The next table shows the ages of pupils in the schools, giving private schools, public schools, and also the totals. Of the 17,518 enrolled pupils, 15,525 are of regular school age. The pupils below school age are chiefly in the kindergarten schools, while those above school age are in such institutions as Lahainaluna Seminary, Oahu College, St. Louis College, the high school, the normal school, together with a sprinkling in the higher classes of various large schools throughout the group.

Ages of all pupils in all schools of the Territory of Hawaii.

Age.	Public schools.			Private schools.			Total, public and private schools.		
	Boys.	Girls.	Total.	Boys.	Girls.	Total.	Boys.	Girls.	Total.
Under 6 years.....	198	149	347	262	288	550	460	437	897
6 to 8 years.....	2,385	1,719	4,104	.....	.....	.....	.....	.....	.....
6 to 15 years.....	.....	.....	.....	1,711	1,486	3,197	8,458	7,067	15,525
8 to 15 years.....	4,362	3,862	8,224	.....	.....	.....	.....	.....	.....
Above 15 years.....	288	226	514	345	237	582	633	463	1,096

Besides the regular course of study attention is given to industrial work, drawing, and sewing. The results of some of the work have been shown at Buffalo and Charleston. The exhibit at the latter gained a first-class medal. Effort is being made to have all pupils, whether boys or girls, taught sewing. There will in the future be a steady increase in all this style of working. Besides teaching the brain to think and the tongue to speak, we must have the fingers to work.

Number of pupils in sewing, agriculture, manual work, drawing, and tonic ad fa in public schools.

Island.	Sewing.	Knife work.	Agriculture.	Lauhala and bamboo work.	Mat weaving.	Other manual training.	Draw-ing.	Singing tonic ad fa.
Hawaii	1,542	64	1,473	132	79	257	1,641	1,94
Mauit.....	1,010	53	416	258	39	314	1,287	1,1
Molokai.....	69	18	115	56	38	17	67	1
Oahu	2,496	360	2,492	119	119	1,181	4,058	3,4
Kauai and Niihau .	772	41	514	.....	.....	321	1,143	1
Total.....	5,889	536	5,010	565	275	2,090	8,191	5,34

THE SCHOOL SYSTEM OF HAWAII.

The following sketch of the school system of the islands, which was prepared recently, will, with the tables furnished above, give a clear and comprehensive idea of the plans which have been followed and which are now being carried out in the Territory:

The Hawaiian Islands, now comprising the Territory of Hawaii, have had for more than two generations a well-organized and efficient public-school system. This system was originally the work of some of the ablest of the men who made their homes here during the first half of the nineteenth century, and has been carefully developed and built up to fit peculiar local conditions. Like all systems of human devising, the Hawaiian school system is capable of further advance and improvement as experience may show the same to be desirable and practical. But such advance should be on lines already wisely laid down by those who were and are thoroughly familiar with existing conditions. Any radical reorganization of our school system, however well meant, could only result in grave disaster to the educational interests of the Territory.

HISTORICAL.

The educational history of this archipelago extends over a period of nearly eighty years. Soon after their arrival, in 1821, the members of the first company of American missionaries interested themselves in educational matters, the first spelling book having been printed in 1822. This may be regarded as the first step toward popular education in these islands, but in the beginning it was an education of adults rather than children. Between the years 1823 and 1827 a peculiar system of schools sprang up and spread rapidly over the islands, and flourished for about ten years. The chiefs and their immediate attendants were the first pupils. From 1830 to 1840 the American missionaries maintained model schools at each of their stations. From this time the attendance of adults fell off rapidly, and the principal attention then forth was paid to the education of children.

In 1831 the missionaries established Lahainaluna Seminary on the island of Maui, chiefly as a training school for native teachers and preachers. Industrial training from the first a prominent feature in the curriculum. A printing press and book-dery were attached to the school, at which numerous text-books were published, and in 1834 the first newspaper ever printed in the Pacific Ocean, the *Lama Hawaii* (the Light of Hawaii), was issued. Maps and illustrations for text-books were also engraved on copper by the pupils. This school is still in existence, having become a part of the public-school system. Industrial training is, as heretofore, a prominent feature.

A few years later boarding schools for girls were established at different points, several of these being still in operation. In 1839 a boarding school for boys was established in Hilo, Hawaii, and in this school manual labor has always been a leading feature.

The institution now known as Oahu College was originally founded by American missionaries in 1841 for the education of their own children, and was chartered in 1849 as a public institution. A new charter, providing for a college as well as a preparatory school, was obtained in 1853. This institution is well equipped as to both buildings and apparatus, and has a considerable endowment.

What are known as the Kamehameha schools were established under the will of the late Mrs. Bernice P. Bishop, an Hawaiian lady of the highest rank, wife of C. R. Bishop, of the banking house of Bishop & Co., she having left the bulk of a large property in the hands of trustees for that purpose. Mr. Bishop, being possessed of ample means, has supplemented his wife's bequest with large and repeated gifts from his own fortune.

Having had ample means at their command, the trustees have been able to organize and equip the schools on very liberal lines. In addition to a large boarding school for girls, there is a boys' school combining manual and technical instruction with the ordinary school branches; also a preparatory department. Commodious and well-equipped workshops, with steam power, electricity, and the best mechanical appliances, enable this school to give a thorough training in various departments of wood and metal working, and the boys show a very satisfactory degree of interest in their work and of capacity for acquiring proficiency therein. The pupils in these schools are all in whole or in part of native blood.

PUBLIC SCHOOLS.

The history of our public or Government schools extends over a period of sixty years, the first school law having been enacted in 1841 by the King and chiefs in council. This somewhat antedated anything corresponding to our ideas of modern constitutional government, and the inspiration of those taking this action doubtless came from their foreign teachers and friends.

In 1843 a department of public instruction was organized and the official at the head thereof given the rank of a minister of the crown. This position was first filled by Hon. W. Richards, and at his death, in 1847, he was succeeded by Rev. R. Armstrong, the father of the late Gen. S. C. Armstrong, of Hampton. General Armstrong was born in Honolulu, and received his early education here.

In 1855 the department was remodeled and placed under a board of education, whose president exercised the same powers and was charged with the same duties formerly belonging to the minister of public instruction.

In 1896 the administration of the public schools was again raised to the rank of an executive department, to be presided over by a minister and a board of commissioners, it being provided that the minister of foreign affairs should be ex officio minister of public instruction.

The act of Congress providing a Territorial government for Hawaii made a change in the title of the head of the department, who is now known as "superintendent" instead of "minister."

Neither of the last two changes named made any material difference in the educational system as such, nor in the everyday administration of its affairs.

FURTHER FACTS.

The following additional facts concerning the Hawaiian public school system are important:

I. The sole basis and medium of instruction in all public schools is the English language.

II. Tuition in all the public schools is absolutely free. Pupils buy the text-books needed, but these may be provided by the department free in cases of extreme pov-

erty. Text-books are imported by the department in large quantities and at cost.

III. School attendance from 6 to 15 years of age is compulsory. Children at those ages are not required to attend government schools; parents can send their children to private schools if they so prefer, but to some school taught in the English language they must go, and that with a fair degree of regularity. A system of truant or school police enforces that provision of the law in the country districts as well as in Honolulu.

IV. Teachers' salaries are regulated by a carefully prepared schedule, and based on (a) grade and size of school, (b) class of certificate held, and (c) length of satisfactory service. The schedule is uniform for all, and makes no account of color, nationality, party politics, or religious belief. Neither are salaries affected by sex. Men and women filling corresponding positions and having equal certificates and experience receive the same pay.

V. Examinations of candidates for teachers' certificates are held at least once a year, generally during the latter part of the summer vacation. These examinations are open without cost to all who choose to present themselves, and certificates are issued of three classes, according to the average percentages obtained by candidates. In the matter of scholarship and qualifications, as in that of salaries, the rule and standard is the same throughout the Territory.

VI. The department takes a justifiable pride in the fact that its teachers and employees are paid regularly and promptly. Warrants on the treasury for salaries are dated on the last day of each month, and are always paid on presentation.

INSPECTORS.

There is a regular system of inspection, the Territory being divided into three circuits. This enables visits to be made to each school at least three times a year. The inspectors also hold meetings of the teachers for the purpose of giving advice and practical illustration, and of promoting in every way possible the interest in education.

SANITARY INSPECTION.

Under a rule of the board of health, all children attending school must be examined by a physician, and must be pronounced free from any contagious disease. A rule of the department of education requires that all teachers must produce a medical certificate that they are free from any infectious or contagious disease, and especially from tuberculosis.

SPECIAL SCHOOLS.

With a view of supplying teachers from among the pupils born and brought up on the islands, a normal school has been established. This had its commencement some ten years ago in a small normal class taught in the afternoons. From that small beginning has grown what promises to be one of the most important educational institutions on the islands.

THE NORMAL SCHOOL.

The total enrollment of the normal school for the year 1901-02 is 92. This is an increase of more than 40 per cent on the enrollment of the previous year. Of this number 60 are Hawaiian or part Hawaiian, 10 are Chinese, while the remainder are of American or European extraction. Eight nationalities are represented in the school.

There has been a marked improvement in the general character of the applicants for admission to the normal school, and as a result of this the standard of admission and consequently of graduation has been raised. This improvement argues well for the schools of the country. At the close of this year 22 were recommended for certificates.

The following are the departments into which the work of the normal school is divided: Theory of art of teaching, geography, mineralogy and observational astronomy, nature study and agriculture, mathematics, history, English and expression, work, music, drawing.

Each teacher, in addition to giving instruction in the subject-matter of his particular department, also instructs the pupil teachers in the correct use of the spoken and written words that are necessary to express the thoughts that are aroused by the study of the respective subjects.

The school day is divided into three parts—(a) 9 to 10.30, (b) 10.45 to 12, (c) 12.30 to 2. Each pupil teacher spends one-third of the day in the training school, where he takes charge of a class under the supervision of the training teacher. The remaining two-thirds of the day are devoted to the study of academic subjects.

TRAINING SCHOOL.

There are seven rooms and five grades in the training school. Each grade is in charge of a teacher specially trained for the work. The total enrollment for the spring term of this year was 286. This number is made up of the following nationalities:

Nationality.	Boys.	Girls.	Nationality.	Boys.	Girls.
Hawaiians.....	11	29	Scandinavians.....	1	2
Part Hawaiians.....	14	24	Japanese.....	40	14
Americans.....	4	7	Chinese.....	14	20
British.....	3	1	Porto Rican.....	1	.....
German.....	4	1	Other foreigners.....	2	4
Portuguese.....	38	52			

An effort has been made to have representatives of as many nationalities as possible in the training school.

As already stated, each training pupil has charge of a room for one-third of each day of the school year. This charge implies the arrangement of the subject-matter, the outlining of lesson plans, the care of the school property, and the supervision of the school grounds. In this way the pupils are prepared to take full charge of any school to which they may be appointed.

The training teachers have the general supervision of the room. They direct the pupils in the arrangement of the subject-matter, suggest the method of presentation, correct the lesson plans, and keep the record of the ability of the pupils to teach.

HIGH SCHOOL.

This institution is carried on by a corps of 7 teachers, and contains 75 pupils, who are going through the usual high school course. Attached to the high school is a grammar school in charge of 5 teachers and having an enrollment of 203 pupils. To this has been added for the ensuing term an additional room which will contain about 60 pupils. The graduates from the high school pass straight to various universities and colleges on the mainland, and acquit themselves as well as pupils of the same class who are educated at Oahu College, which is an independent establishment carrying on the higher education. High school studies are taught in some of the older classes of the large country schools, but Honolulu at present contains the only high school carried out on a regular course and giving a diploma at the end of the period of study.

The nationality of the pupils in the high school is a matter of interest. There are 9 part Hawaiians, 41 Americans, 11 British, 5 German, 1 Portuguese, 4 Japanese, 2 Chinese, and 2 foreigners of unclassified nationalities. The teachers are all Americans, save the teacher of foreign language, who is a Scandinavian.

In the grammar-school attachment nationalities are as follows:

Hawaiians.....	2	Portuguese.....	20
Part Hawaiians.....	41	Scandinavians.....	4
Americans.....	77	Japanese.....	5
British.....	31	Chinese.....	4
Germans.....	16	Other foreigners.....	3

The total number of boys in the high school is 29; girls, 46. In the grammar-school attachment there are 80 boys and 123 girls. The teachers in the latter school are all Americans.

LAHAINALUNA.

The history of this establishment has already been dwelt upon. During its long career it has had many ups and downs, but it seems now to have taken an upward

course. The idea of the school is that there should be higher education combined with industrial training. The boys board and sleep at the school, and in a measure raise their own food, though not entirely. There are 4 teachers in charge, all of whom assist in the industrial work as well as in the work of the school.

The present enrollment is 45, of whom 32 are Hawaiians, 10 part Hawaiians, 2 Japanese, and 1 Chinese. Twenty-three boys are in the fourth year of the grammar course and 22 are in the high-school course. Twenty-nine boys are engaged in agriculture and 22 are engaged in printing, carpentry, and other manual work.

The hours for work and for study are closely followed. A bell calls the boys at 5.45 a. m., and another at 6 o'clock is a signal for them to start to work. This work is either agricultural or in the shops for most of the boys, though a few have other duties as stewards, wagon boys, pig feeders, etc. At 7.30 this work is ended, and breakfast is called, and at 8.30 classes begin. These continue until 12, 3 teachers conducting recitations and 2 shopwork. At 3 o'clock the boys return to work, similar to that of the morning and continue it until 5 o'clock. 5.30 is the supper hour, after which the boys are at liberty until 6.45. From 6.45 until 8.15 they study together, a teacher being present each evening. At 9 o'clock a bell gives the signal for all boys to go to their rooms.

The entire morning and afternoon working time of the boys is seventeen and one half hours per week. Those who do agricultural work, however, have to use four hours of this time for cleaning taro and pounding poi, and four hours more for collecting wood to cook the taro, which very materially lessens their time for other work.

The food supplied the boys is simple, being poi and fresh beef three times a week, sweet potatoes in season, bread and coffee once a week (Sunday morning). One of the boys is the baker. Besides what food has been mentioned, each boy supplies himself with dried fish, and this completes the regular bill of fare. In the matter of life in the dormitories, the boys are given a large degree of freedom, the rooms being inspected often enough to see that they are kept clean and orderly, and the furniture cared for, but no teacher remaining in them over night.

BOYS' REFORMATORY SCHOOL.

Under the Hawaiian system the reformatory school for boys is under the charge of the department of education, and before the coming year is completed there will be most probably an industrial school for girls ready. At present the boys' school is in Honolulu, but during the next few months it will be moved to a tract of land at the north end of the island, and it will become possible to give the boys thorough training in agriculture, farming, fishing, and dairy work. The present boys' reformatory school buildings will be used for the industrial schools for girls.

On November 1 of last year there was a change of management, and since that date there has been a considerable increase in the establishment. On November 1 there were 47 boys on the muster roll.

Of these 5 boys were in jail for escaping from the school, and 1 had escaped and was not yet captured, so that there were in school at that time 41 boys. Since that date 37 boys have been committed and 21 boys released, leaving on the muster roll at this date 63 boys. Of this number there are: In school, 60; in prison, 2; at Queen's Hospital, 1; total, 63.

Nationality of boys.

Hawaiians	34	Americans (colored)	
Part Hawaiians	7	American (white)	
Portuguese	9		
Porto Ricans	10	Total	60

Statement of offenses for which the boys in the school were committed.

Assault and battery	1	Malicious mischief	
Larceny (second degree)	19	Disobedience to parents	
Truancy	27	Trespass	
Vagrancy	5		
Common nuisance	1	Total	60
Burglary	3		

Nationality and offenses.

Nationality.	Truancy.	Disobedience to parents.	Larceny.	Vagrancy.	Malicious mis- chief.	Burglary.	Common nu- sance.	Assault and battery.	Trespass.	Total.
Hawaiians.....	18	3	6	1	.....	8	1	1	1	34
Port Hawaiians.....	4	1	2	.....	.....	.....	.....	.....	.....	7
Portuguese.....	2	.....	5	.....	2	.....	.....	.....	.....	9
Porto Ricans.....	8	.....	8	4	.....	.....	.....	.....	.....	10
Americans (colored).....	.....	.....	2	.....	.....	.....	.....	.....	.....	2
American (white).....	.....	.....	1	.....	.....	.....	.....	.....	.....	1
Total.....	27	4	19	5	2	8	1	1	1	63

Daily programme.

5 a. m.—Rise; arrange bedclothing; prayer.
5 to 7 a. m.—Cook breakfast; sweep rooms; clean yard, etc.
7 to 7.30 a. m.—Breakfast.
7.30 to 8.30 a. m.—Wash dishes, dining hall, etc.; work.
8.30 to 9 a. m.—Bathe; change clothing; make beds.
9 to 12 m.—In school.
12 to 1 p. m.—Dinner; clean up dishes and dining hall; play.
1 to 2 p. m.—In school and knife workshop.
1 to 4 p. m.—Boys in carpenter shop.
2 to 4 p. m.—Work.
4 to 4.15 p. m.—Clean yard; water plants.
4.15 to 5.15 p. m.—Play; bathe and change clothing.
5.15 to 5.45 p. m.—Supper.
5.45 to 6.30 p. m.—Wash dishes; sweep dining hall.
6.30 to 7.30 p. m.—Study hour; singing; reports of conduct.
7.30.—Retire.
NOTE.—When the days are shorter there is some change in these hours. Saturday is a half holiday.

Bill of fare—inmates' dining hall.

	Breakfast.	Dinner.	Supper.
Monday.....	Rice and sugar, coffee and medium bread (alternately).	Beef, sweet potatoes, bread, bananas, vegetables.	Tea and medium bread or rice and sugar.
Tuesday.....	Rice and sugar.....	Beef, bread, poi, vegetables.	Poi and salmon.
Wednesday.....	do.....	do.....	Do.
Thursday.....	do.....	Same as Sunday.....	Do.
Friday.....	do.....	Same as Monday.....	Tea and bread.
Saturday.....	do.....	do.....	Poi and salmon.
Sunday.....	do.....	do.....	Do.

On important holidays buns, cake, or pudding is served.

AGRICULTURE.

Though the grounds are limited and the soil very poor, by carrying soil and using manure a crop of vegetables has been raised and another crop planted. Small quantities of beans, corn, cabbage, tomatoes, and sweet potatoes have been raised. This garden, besides the planting of a hedge, cultivation of flowers, ferns, etc., is all the agricultural work practicable under the present conditions.

CARPENTRY.

Five boys work in the carpenter shop from 1 to 4 every afternoon except Saturday and Sunday. The instructor is here only during those hours, so that it is not possible for him to take charge of more than one class.

Since the 1st of November last the following articles have been made in the shop: 7 teachers' desks, 3 wardrobe boxes, 2 bookcases, 1 screen frame, 1 curtain pole, typewriter table, 1 bureau, 6 sewing chests, 1 sand table, 22 screens for windows, screen doors.

Besides the work done in the shop the boys have built and repaired fences, repaired and painted buildings, and done carpenter work for the Kaiulani school.

KNIFE WORK.

Fifteen boys are in the knife workshop under the instruction of one of the guards from 1 to 2 p. m. on working days. They have made clothespins, paper knives, checkerboards, bread boards, brackets, and picture frames. For this work such lumber has been used as could be picked up, viz, kerosene cases, cigar boxes, etc.

SEWING.

Two boys are employed in the sewing room making sheets, mattresses, shirts, pants, nightshirts, pillowcases, etc. On Monday afternoons all the boys have practice in sewing, mending their clothes, sewing on buttons, etc.

MAINTENANCE.

The present appropriation of \$2,750 per year for the general expenses of the school, including food, clothing, fuel, light, material, medical attendance, etc., is altogether inadequate for the support of the present number of boys. Two hundred and twenty-nine dollars a month, or \$3.63 for each boy, is very much lower than expended in any other part of the States in similar institutions. In the Boston parental school the cost per boy per week is \$3.68. In the Indiana reform school where there are over 500 boys, the cost per capita is about \$10 per month. Here where food supply and material of all kinds is much higher than in the East, there should be a much more liberal appropriation for this school. It is to be hoped that after the school has been moved to the farm at Waialea that it will soon be self-supporting, but that will take two or three years.

CASH ACCOUNTS.

Receipts:

Cash on hand, Nov. 1, 1901	\$7.
Cash received for articles made	148.
Total	155.

Expenditures:

Paid for material, supplies, etc.	154.
Balance on hand	1.
Total	155.

EXPENDITURES OF THE DEPARTMENT OF PUBLIC INSTRUCTION.

Statement of appropriations, disbursements, and balances remaining, June 30, 1901.

	Appropriations.	Disbursements.	Balance.
Salaries and pay rolls	\$352,862.50	\$317,429.98	\$35,432.52
Current expenses	202,525.00	60,123.68	142,401.32
Total	555,387.50	377,553.66	177,833.84

BOARD OF HEALTH.

PURE FOOD, DRINK, AND MEDICINE.

The report for the past year of the food commissioner and analyzed to the board of health shows a diligent inspection throughout the year of foods, drinks, and medicines offered for sale in Honolulu.

amples of milk have been taken from milk wagons on the street with the exception of Sundays and holidays. Of these, 122, representing 22 dairies, were below standard, as were also 10 taken from restaurants and 4 from individuals.

The average of the analyses of samples of milk taken at dairies found to be: By dairies, total solids, 12.27; butter fat, 3.62 per cent. By number of cows, total solids, 12.36; butter fat, 3.74 per cent. Similar agreement between these two averages has been found in former years." (Report of food commissioner and analyst.)

Twenty-eight samples of drugs were examined, of which 13 were adulterated or below standard.

One hundred and seventy-six samples of food besides milk were examined, of which 56 were adulterated or below standard.

Six cases have been prosecuted—3 for sale of adulterated milk, 2 for sale of adulterated coffee, and 1 for sale of adulterated sausage. Convictions were obtained in all but the last. These, with 3 convictions in cases begun the year before, make 8 convictions during the year. One defendant was fined \$100 and sentenced to thirty days' imprisonment, 1 was fined \$100, 3 were fined \$50 each, and 3 \$25 each.

Sanitary inspection of Honolulu.

For and minor nuisances ordered abated.....	32, 949
For and minor nuisances abated.....	27, 410
Examinations for restaurant licenses.....	130
Complaints filed.....	40
Total number of inspections.....	93, 408

Sanitary inspection of Hilo.

For and minor nuisances ordered abated.....	1, 443
For and minor nuisances abated.....	1, 438
Complaints filed.....	9
Total number of inspections.....	6, 039

Vital statistics.

Marriages.....	1, 314
Deaths.....	2, 346
Deaths, males.....	1, 770
Deaths, females.....	976
Annual death rate per 1,000 of population.....	18. 3
Annual death rate per 1,000 of population of Honolulu.....	25. 59

LEPROSY.

The policy of segregation of lepers was adopted by the enactment of special statutes with this object in view in 1865. The leper settlement on the island of Molokai was established in the year 1866, during which year 141 patients were sent there.

The policy of segregation was loosely carried out for a number of years after the establishment of the settlement. During the first ten years the patients admitted averaged 114 per annum, and the largest number admitted in any one year was 183. In 1873 a stricter enforcement of the law was carried out, and 487 patients were sent to the settlement. Thereafter until 1887 the law of segregation was only partially enforced and the number of admissions during those years averaged 141 per annum, and the largest number admitted in any one year was 301.

Since 1887 the law has been vigilantly carried out. The number of admissions in 1888 was 579; in 1889, 308; and in 1890, 202; and from that year to the present time the admissions have decreased in number, though not regularly from year to year; but taking the twelve years beginning with 1890 and ending with 1901, in sections of three years each, we find the number of admissions to be as follows:

1890 to 1892, inclusive	
1893 to 1895, inclusive	
1896 to 1898, inclusive	
1899 to 1901, inclusive	

From these figures it would appear that with strict segregation the disease has steadily diminished, while, without strict segregation, it shows a tendency to spread.

The following table gives the average number of patients at the settlement for three periods of ten years each, with the average death rate for the same periods:

	Average number of patients.	Average number of deaths.	
1871 to 1880, inclusive	648	135.4	
1881 to 1890, inclusive	823.5	144	
1891 to 1900, inclusive	1,096	124.5	

These figures show a marked decrease of the death rate for the last decade, which is undoubtedly largely due to a general improvement in conditions at the settlement pertaining to comforts of life and care of the sick.

The number of patients at the settlement at the end of 1901 was 915, and on the 30th of June, 1902, 915.

During the year ending June 30, 1902, 132 persons have been examined, of which number 83 were found to have the disease, 31 were suspicious cases, and 17 were discharged.

The following tables give their nationality, sex, and age:

Nationalities.

Hawaiians	76	Spanish	
Part Hawaiians	42	Porto Rican	
Chinese	7	South Sea Islander	
Japanese	3		
Portuguese	1	Total	

Sex.

Males	
Females	
Total	

Ages.

Under 10 years	6	50 to 60 years	
10 to 20 years	49	60 to 70 years	
20 to 30 years	31	Over 70 years	
30 to 40 years	21		
40 to 50 years	8	Total	

Expenses of the board of health.

	Appropriation.	Drawn.	Balance.*
Salary of executive officer, secretary, etc	\$19,000.00	\$9,432.25	\$9,567.75
Pay of government physicians	40,580.00	20,010.38	20,569.62
Health inspectors, etc.....	135,246.00	56,130.55	79,115.45
General expenses, support of lepers, hospitals, etc.....	426,400.00	178,571.54	247,828.46
Totals	621,206.00	264,144.72	357,061.28

DEPARTMENT OF THE ATTORNEY-GENERAL.

The employees of the attorney-general's department number 315, of whom 228 are Hawaiians, the remaining 87 being mainly Americans.

The appropriations for the support of the department for the biennial period from June 30, 1901, to July 1, 1903, aggregated \$620,719.95, of which \$315,525.23 have been drawn on account of the first half of such period, leaving a balance of \$305,194.72 for the second half.

The high sheriff reports that an electrical police-alarm system, which has been recently installed in Honolulu at a cost of \$20,000, has added much to the effectiveness of the police force of that city.

He also reports a decrease in the number of arrests in Honolulu for all offenses for the past year over the year before of 323, and that the arrests for drunkenness had fallen off, as compared to the previous year, by 728. This decrease in the number of arrests for drunkenness, the high sheriff attributes to the policy of the government of issuing a considerable number of licenses for the sale of beer only. These licenses having been recently declared unconstitutional by the local federal court, a further opportunity will be afforded of studying their influence on drunkenness.

The attorney-general, in explaining a deficit in the pro rata expenditures of the appropriation for "incidentals—civil and criminal expenses," makes the following brief reference to the work in his department, as affected by the new political conditions. He says:

This appropriation was reduced by the last legislature, which reduction, in the light of subsequent and unforeseen events, has proved to be unfortunate. The court and opinion work of the department has doubled since the days of the Republic. Grave constitutional questions have arisen; extended sessions and special sessions of court have become the rule. During a great part of the past year two terms of the circuit court have been running at the same time. In June there were three—one in Hilo, one in Wailuku, and one in Honolulu. The terms have not only been much more numerous, but also much longer than formerly. The transition, habeas corpus, and fishing-right cases—exceptional matters—have taxed the department severely in both time and money. I have employed outside counsel when imperatively necessary, and have spent during the year \$1,509.25 therefor. If I had not done so important interests of the Territory must have gone by default. These and other extraordinary demands fall mainly upon the appropriation for incidentals—civil and criminal expenses.

Number of arrests made throughout the Territory of Hawaii, and disposition of the district courts, for the year ending June 30, A. D. 1902.

NATIONALITY AND SEX.

	Total arrests.	Sex.		Nationality.			
		Male.	Female.	Hawaiian.	English.	American.	German.
Oahu.....	5,856	5,635	221	1,350	109	375	119
Hawaii.....	2,697	2,445	252	582	8	141	9
Maui and Molokai.....	1,559	1,508	51	412	12	40	5
Kauai.....	808	771	37	141	2	22	2
Total.....	10,920	10,359	561	2,565	181	1,078	135

	Nationality.							
	Portuguese.	Chinese.	Japanese.	Porto Ricana.	South Sea Islanders.	Spanish.	Others.	Discharged.
Oahu.....	380	1,434	1,152	154	2	26	241	1,309
Hawaii.....	217	518	850	241	.....	.....	36	244
Maui and Molokai.....	70	380	558	76	6	.....	.....	424
Kauai.....	25	168	330	109	5	.....	4	213
Total.....	692	2,495	2,890	580	13	26	281	2,765

AMOUNT OF FINES AND COSTS IMPOSED AND PAID.

Islands.	Arrests.	Convicted.	Discharged.	Fines.	Costs.	Total amount imposed.	Bail forfeited.	Fines and costs paid.
Oahu.....	5,856	4,547	1,309	\$27,021.00	\$4,849.55	\$31,870.55	\$8,149.00	\$23,721.55
Hawaii.....	2,697	1,889	808	10,437.80	1,575.05	12,012.85	8,741.00	3,271.85
Maui and Molokai.....	1,559	1,131	428	6,667.00	270.35	6,947.35	4,503.00	2,444.35
Kauai.....	808	585	223	4,131.20	585.60	4,666.80	3,233.00	1,433.80
Total.....	10,920	8,152	2,768	48,267.00	7,280.55	55,497.55	24,626.00	31,871.55

GAMBLING.

Islands.	Total arrests.	Sex.		Nationality.					
		Male.	Female.	Hawaiians.	Americans.	Portuguese.	Chinese.	Japanese.	Porto Ricana.
Oahu.....	1,721	1,713	8	184	37	34	1,044	410	6
Hawaii.....	589	565	24	68	14	12	326	166	1
Maui and Molokai.....	650	646	4	65	5	13	262	304	1
Kauai.....	289	288	1	10	.....	.....	114	151	14
Total.....	3,249	3,212	37	327	56	59	1,746	1,081	22

Islands.	Discharged.	Convicted.	Imposed.		Total amount imposed.	Fines and costs paid.	Bail forfeited.
			Fines.	Costs.			
Oahu.....	371	1,350	\$7,162.00	\$807.95	\$7,969.95	\$7,128.15	\$8,551.10
Hawaii.....	114	475	2,549.00	85.45	2,634.45	316.25	2,318.20
Maui and Molokai.....	143	507	1,124.00	33.10	1,157.10	738.10	2,025.00
Kauai.....	48	241	280.00	34.40	314.40	252.00	2,116.00
Total.....	676	2,573	11,115.00	960.90	12,075.90	8,434.50	11,132.30

Number of arrests made throughout the Territory of Hawaii, and disposition of same in the district courts, for the year ending June 30, A. D. 1902—Continued.

CASES OF SELLING SPIRITUOUS LIQUORS WITHOUT A LICENSE.

Islands.	Total ar- rests.	Sex.		Nationality.						
		Male.	Fe- male.	Hawai- ians.	Ameri- cans.	Portu- guese.	Chi- nese.	Japa- nese.	Porto Ricans.	Others.
Oahu.....	85	81	4	16	4	15	13	21	1	15
Hawaii.....	88	72	16	1	3	3	85	44	.....	2
Maui and Molokai.....	47	45	2	2	.....	1	21	18	.....	5
Kauai.....	12	11	1	2	.....	.....	8	2	.....	.....
Total.....	232	209	23	21	7	19	77	85	1	22

Islands.	Dis- charged.	Con- victed.	Imposed.		Total amount imposed.	Fines and costs paid.	Bail for- feited.
			Fines.	Costs.			
Oahu.....	37	48	\$6,030.00	\$102.50	\$6,132.50	\$2,893.10	.....
Hawaii.....	48	40	3,250.00	209.60	3,459.60	1,261.50	\$1,300.00
Maui and Molokai.....	11	36	3,150.00	42.20	3,192.20	1,525.50	725.00
Kauai.....	8	4	600.00	10.00	610.00	110.30	100.00
Total.....	104	128	13,030.00	364.30	13,394.30	5,790.40	2,125.00

DRUNKENNESS.

Islands.	Total ar- rests.	Sex.		Nationality.						
		Male.	Fe- male.	Hawai- ians.	Ameri- cans.	Portu- guese.	Chi- nese.	Japa- nese.	Porto Ricans.	Others.
Oahu.....	1,830	1,800	30	423	488	72	3	103	16	225
Hawaii.....	355	329	26	195	53	36	7	38	20	6
Maui and Molokai.....	158	156	2	95	16	7	.....	30	2	8
Kauai.....	47	46	1	13	4	2	.....	25	1	2
Total.....	1,890	1,831	59	726	561	117	10	196	39	241

Islands.	Dis- charged.	Convict- ed.	Imposed.		Total amount imposed.	Fines and costs paid.	Bail for- feited.
			Fines.	Costs.			
Oahu.....	26	1,304	\$2,338.00	\$1,097.80	\$3,435.80	\$2,700.00	\$1,352.00
Hawaii.....	49	306	579.00	156.85	735.85	439.30	1,068.00
Maui and Molokai.....	13	145	232.00	23.00	255.00	214.00	294.00
Kauai.....	3	44	109.00	30.90	139.90	132.30	88.00
Total.....	91	1,799	3,258.00	1,308.05	4,566.05	3,485.60	2,802.00

Arrests made throughout the city of Honolulu, and disposition of the same in the district courts, for the two years ending June 30, A. D. 1901 and 1902.

GAMBLING.

	Total arrests.	Sex.		Nationality.							Discharged.	Convicted.
		Male.	Female.	Hawaiians.	English.	Americans.	Portuguese.	Chinese.	Japanese.	Porto Ricans.		
1900.												
July.....	13	13	.....	2	.....	.....	3	6	2	.....	3	10
August.....	30	30	.....	11	2	.....	.....	2	15	.....	13	17
September.....	59	59	.....	22	.....	1	1	35	.....	.....	6	53
October.....	51	51	.....	6	.....	6	3	33	3	.....	3	48
November.....	62	62	.....	2	.....	1	.....	45	13	.....	3	59
December.....	77	77	.....	14	.....	.....	4	59	.....	.....	2	75

Arrests made throughout the city of Honolulu, and disposition of the same in the district courts, for the two years ending June 30, A. D. 1901 and 1902—Continued.

GAMBLING—Continued.

	Total arrests.	Sex.		Nationality.									Discharged.	Convicted.
		Male.	Female.	Hawaiians.	English.	Americana.	Portuguese.	Chinese.	Japanese.	Porto Ricana.	Others.			
1901.														
January	119	119	....	9	.....	3	1	104	2	.....	.....	9	11
February	135	135	....	37	.....	1	1	89	27	.....	.....	57	12
March	86	81	5	27	.....	1	2	34	21	.....	1	57	12
April	93	91	2	18	.....	2	8	34	26	.....	5	15	12
May	79	79	....	11	.....	7	1	47	11	.....	2	16	9
June	154	153	1	23	.....	10	3	89	26	.....	3	40	114
Total	958	950	8	182	2	32	27	557	146	....	12	207	704
1901.														
July	131	130	1	20	.....	7	8	86	8	.....	2	27	104
August	115	115	....	20	.....	14	7	73	.....	.....	1	45	70
September	65	64	1	8	.....	.....	3	45	9	.....	.....	3	52
October	124	121	3	15	.....	1	2	76	30	.....	.....	36	52
November	114	114	....	25	1	2	8	61	17	.....	.....	31	52
December	45	45	....	8	.....	.....	2	29	5	.....	1	24	22
1902.														
January	70	70	....	11	.....	.....	.....	55	4	.....	.....	36	12
February	75	75	....	30	.....	1	2	38	4	.....	.....	37	52
March	9	9	....	1	.....	.....	1	6	1	.....	.....	.....	52
April	86	86	....	10	.....	1	.....	26	49	.....	.....	14	12
May	73	73	....	4	1	9	.....	42	17	.....	.....	36	52
June	278	278	....	.....	.....	.....	.....	268	10	.....	.....	28	52
Total	1,185	1,180	5	152	2	35	33	805	154	....	4	317	704
First 12 months	958	950	8	182	2	32	27	557	146	....	12	207	704
Total 2 years	2,143	2,130	13	334	4	67	60	1,362	300	....	16	524	1,408

SELLING SPIRITUOUS LIQUOR WITHOUT A LICENSE.

1900.														
July	8	8	.....	.....	.....	3	1	.....	1	.....	3	1	.....	7
August .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
September	2	2	.....	.....	.....	2	.....	.....	.....	.....	.....	1	.....	1
October	5	4	1	1	.....	.....	.....	3	.....	.....	1	2	.....	3
November	3	3	.....	2	.....	.....	1	.....	.....	.....	.....	.....	.....	3
December	10	10	.....	3	.....	.....	6	.....	.....	.....	1	4	.....	6
1901.														
January	1	1	.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	1
February .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
March	6	6	.....	.....	.....	.....	6	.....	.....	.....	.....	5	.....	1
April .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
May	6	5	1	2	.....	1	1	.....	2	.....	.....	2	.....	4
June	27	20	7	17	.....	.....	1	5	2	.....	2	10	.....	17
Total	68	59	9	26	.....	6	16	8	5	.....	7	25	.....	41
1901.														
July	5	5	.....	.....	.....	1	1	1	.....	.....	2	2	.....	.....
August	28	24	4	3	.....	1	7	.....	10	.....	7	11	.....	17
September	3	3	.....	.....	.....	.....	2	.....	.....	.....	1	2	.....	1
October	17	17	.....	3	1	1	5	3	.....	1	3	3	.....	14
November	5	5	.....	5	.....	.....	.....	.....	.....	.....	.....	3	.....	2
December	2	2	.....	1	.....	1	.....	.....	.....	.....	.....	2	.....	.....
1902.														
January	3	3	.....	.....	.....	.....	.....	.....	3	.....	.....	2	.....	1
February .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
March .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
April	3	3	.....	3	.....	.....	.....	.....	.....	.....	.....	1	.....	2
May .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
June	1	1	.....	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	1
Total	67	63	4	15	1	4	15	4	14	1	13	26	.....	41
First 12 months	68	59	9	26	.....	6	16	8	5	.....	7	25	.....	41
Total 2 years	135	122	13	41	1	10	31	12	19	1	20	51	.....	82

Arrests made throughout the city of Honolulu, and disposition of the same in the district courts, for the two years ending June 30, A. D. 1901 and 1902—Continued.

DRUNKENNESS.

	Total arrests.	Sex.		Nationality.								Discharged.	Convicted.
		Male.	Female.	Hawaiians.	English.	Americans.	Portuguese.	Chinese.	Japanese.	Porto Ricans.	Others.		
1900.													
July	140	136	4	36	7	63	8	.....	3	.....	23	4	136
August	163	158	5	53	12	56	10	.....	1	.....	31	5	158
September	179	177	2	49	14	64	8	1	10	.....	33	1	178
October	175	168	7	64	14	65	8	.....	7	.....	17	4	171
November	114	113	1	48	8	34	2	.....	6	.....	16	3	111
December	183	182	1	66	14	68	6	.....	3	.....	26	5	178
1901.													
January	144	142	2	48	2	64	6	.....	9	.....	15	6	138
February	181	179	2	61	3	80	5	.....	6	.....	26	6	175
March	178	177	1	65	8	71	6	1	5	.....	22	3	175
April	176	172	4	69	4	69	4	.....	8	.....	22	4	172
May	149	147	2	50	12	63	5	1	3	.....	15	3	146
June	196	193	3	49	12	96	9	.....	7	1	22	7	189
Total	1,978	1,944	34	658	110	793	77	3	68	1	268	51	1,927
1901.													
July	151	150	1	52	7	61	8	.....	8	.....	15	2	149
August	95	93	2	20	1	52	4	1	7	2	8	2	93
September	110	106	4	42	4	34	7	.....	13	.....	10	1	109
October	96	93	3	44	3	28	4	.....	2	1	14	1	95
November	81	77	4	28	.....	29	1	.....	5	1	17	.....	81
December	107	106	1	41	2	43	6	1	3	2	9	2	106
1902.													
January	71	69	2	18	3	37	2	1	3	.....	7	2	69
February	111	107	4	29	5	49	7	.....	3	.....	18	6	105
March	110	108	2	33	4	47	6	.....	3	2	15	1	109
April	120	118	2	29	14	37	10	.....	7	.....	23	5	115
May	112	111	1	28	10	50	10	.....	3	.....	11	1	111
June	86	86	.....	30	7	20	6	.....	5	.....	18	1	85
Total	1,250	1,224	26	394	60	487	71	3	62	8	165	24	1,226
First 12 months	1,978	1,944	34	658	110	793	77	3	68	1	268	51	1,927
Total 2 years	3,228	3,168	60	1,052	170	1,280	148	6	130	9	433	75	3,153

MILITARY.

Under the laws of the republic of Hawaii, providing for the National Guard, and which were continued in force by the organic act, one regiment was organized under the republic, which force has been continued to the present time.

The following statement taken from the annual report of the colonel commanding—Col. J. W. Jones—presents the condition of the regiment and its operations for the year ending June 30, 1902.

Of the 9 companies making up the regiment, Company C is Portuguese; Company D is about two-thirds Hawaiian and is located at Hilo, island of Hawaii; Companies E and G are Hawaiian; Company H is mainly Hawaiian; Company I is about one-half Hawaiian and is located at Wailuku, island of Maui. The rest of the officers and enlisted men are mainly Americans, with a representation of Germans, British, and perhaps other nationalities.

Strength of the First Regiment National Guard, Hawaii.

Field and staff officers	12
Noncommissioned staff officers	6
Officers and enlisted men:	
Company A	60
Company B	60
Company C	60
Company D	60
Company E	60
Company F	60
Company G	60
Company H	54
Company I	55
Hospital Corps	14
Total	561

EFFICIENCY.

The exercises and evolutions practiced are those prescribed in the Drill Regulations and Manual of Guard Duty adopted by the United States Army. The work for the year has been as follows:

Regimental, battalion, and company drills; parades, practice marches, field exercises with ball cartridge; encampments; competitive drill; muster and inspection, and target practice.

Number of drills, etc., from July 1 to December 31, 1901	183
Number of drills, etc., from January 1 to June 30, 1902	277
Total	460

	Number.	Possible.
Attendance from July 1 to December 31, 1901	5,993	9,445
Attendance from January 1 to June 30, 1902	10,853	15,442
Total	16,846	25,287

Percentage of attendance, 66.8 per cent.

The percentages awarded by United States Army officers acting as judges to companies taking part in the competitive drill on May 10, 1902, are as follows: Company F, 98 per cent; Company G, 93 per cent; Company E, 95 per cent; Company B, 90 per cent; Company A, 75 per cent.

The firing during the field exercises was at a position outlined by breastworks and was very accurate and effective.

The following is the record of medals won during the semiannual shoots for 1901-2, at 200 yards, offhand, 10 rounds per man: Gold (for 45 or better), 9; silver (for 40 or better), 45; bronze (for 35 or better), 98; total, 152.

There have been received from the United States War Department 18 cases, 1 bundle, and 3 packages quartermaster stores; 69 cases ordnance and ordnance stores.

FIRE CLAIMS COMMISSION.

The fire claims commission of five persons, appointed under the authority of act 15 of the session laws of 1901, being "an act to provide for the ascertainment and payment of all claims which may be made by persons whose property was destroyed by fire in the years A. D. 1899 and 1900, under orders of the board of health," began to take evidence in proof of such claims in May, 1901. It continued in session until June, 1902, with the exception of three months taken for giving the clerk an opportunity of keeping up with his work of entering claims adjudicated by the commission.

The number of claims filed was 6,748, amounting in the aggregate to \$3,175,132.90. All of these claims were heard and adjudicated, the aggregate of the awards amounting to \$1,473,173.

The following table gives the number of claims of, aggregate amounts claimed by, and aggregate amounts awarded to the different classes of claimants:

Nationality.	Claims.	Amount claimed.	Amount awarded.
Japanese	2,574	\$639,742.99	\$333,730.10
Chinese	3,728	1,761,112.04	845,480.80
Hawaiians	278	342,526.84	144,242.50
Portuguese	19	81,658.47	24,117.45
Other nationalities	128	272,829.76	125,602.15
Fire insurance companies	21	77,262.80	.....
Total	6,748	3,175,132.90	1,473,173.00

The legislature by its said act 15 appropriated \$1,500,000 for the payment of such claims, limiting the expenditure to \$500,000 per annum, but providing no means by which the money appropriated might be obtained, except that it set apart the amount due the Territory from the Federal Government for advances made by the Territory on account of interest on that part of the Hawaiian debt assumed by the United States as a special fund for a partial payment of such claims. Such advances amount to \$151,640.79, and have not as yet been returned to the Territory by the Federal Government.

Under the organic act the legislature is without authority to authorize a loan for the payment of such claims, and should such legislation be enacted the President of the United States is without authority to confirm the same.

The legislature appropriated \$17,400 for the expenses of the commission, dividing the same into specific items, such as pay of commissioners, counsel for the Territory, clerk, stenographer, interpreters, bailiff, incidentals, and government witnesses.

This appropriation is accounted for as follows: Appropriation, \$17,400; drawn, \$14,982; balance, \$2,418.

The appropriation was insufficient for the work of the commission; but the unexpended balance of \$2,418 could not be used, as it represented specific items of the appropriation, such as pay of government witnesses and pay of interpreters, which items did not exhaust the amounts appropriated for them.

In this emergency, as an indefinite adjournment of the court would have been extremely unfortunate, a number of business houses of Honolulu advanced \$4,000 to the commission and the work went on. Later, as still more money was required, the commission adopted a scale of fees for certificates of awards to be paid by those desiring such certificates. The following schedule of fees was adopted:

Certificates of award:	
\$50 and under	\$0.25
\$100 and under .....	.50
\$500 and under	1.00
Over \$500	4.00

Enough was realized by these fees for further requirements and the reimbursement of the loan from the business houses, with interest. Before this was carried out, however, and since the close of the finan-

cial year, legal proceedings have been brought to test the legality of the action of the commission in charging such fees.

In the month of April last the Chamber of Commerce and the Merchants' Association of Honolulu passed a joint resolution favoring payment by the Federal Government of the awards made by the claims commission, and authorized Mr. J. C. Pratt, a member of such commission, to proceed to Washington, as their representative, to present the same, and to urge the enactment of such legislation as Congress should grant the relief suggested.

The Congress having this matter brought before it late in the session gave it such consideration as the pressure of other matters permitted, with the result that the Senate Committee on Pacific Islands and Porto Rico made a unanimous report recommending that an amendment be made to the House deficiency appropriation bill, appropriating \$1,000,000 for payment of a part of such awards, and authorizing the Territory of Hawaii, through the governor and secretary, to issue bonds in the sum of \$500,000 for payment of the balance. After reference of this report to the Senate Committee on Appropriations and a favorable report by such committee, the amendment was passed without opposition by the Senate, but failed to pass the House.

A bill providing substantially the same relief as embodied in the Senate amendment was subsequently favorably reported by the chairman of the Senate Committee on Pacific Islands and Porto Rico.

Some kind of action by Congress is essential to the payment of the awards in question, inasmuch as the Territory can not furnish funds for the purpose except by borrowing, and borrowing for such an object is not permitted by the act organizing the Territory.

The efforts of the government of the Republic of Hawaii to suppress the plague epidemic were in the public interests of the United States. Such efforts cost \$720,488.07 and large unestimated losses to the business interests of the group. The Hawaiian Islands were at that time under the control and government of the President of the United States. Immediately subsequent to the suppression of the plague the act creating the Territory of Hawaii was enacted, whereby Hawaii lost its customs revenues, worth at that time \$1,200,000 per annum or 38.7 per cent of its entire current revenues.

With these important reductions of the public income the Territory is unable to meet its current expenses without borrowing, much less will it be able to pay these awards, or any substantial portion of them without prejudice to the general administration of its affairs.

It is nevertheless important upon every consideration that the awards be paid without delay, and I would recommend that the Federal Government assume the whole payment thereof.

WIRELESS TELEGRAPHY.

By the courtesy of the Interisland Telegraph Company, Limited, I am able to furnish the following information on this subject:

In March, 1901, this company opened communication between the islands of Oahu, Molokai, Lanai, Maui, and Hawaii. The service was at first unsatisfactory, but improved as the operators became more accustomed to the work. In July, however, the coherers began to wear out and the service eventually broke down.

There were serious difficulties in the way of procuring new coherers, but after many experiments the manager, Mr. Cross, succeeded in producing them here, and the company recommenced operations in June of this year, since which time the line has been in successful operation. As the system at present can not more than pay expenses, it is financially assisted by the business men of Honolulu, who recognize its vital importance to the business interests of the country.

The present stations are Waialua, Oahu, the westerly point of Molokai, Lanai, Lahaina, Maui, and Mahukonu, Hawaii.

The ocean distances telegraphed over are approximately as follows: Waialua to Molokai, 29 miles; Molokai to Lanai, 15 miles; Lanai to Lahaina, Maui, 8 miles; Lahaina to Mahukonu, Hawaii, 60 miles.

The weather in these ocean channels during the prevalence of the trade winds, which continue the greater part of the year, is characterized by winds of varying velocity, sometimes approaching to the quality of gales, occasional showers, and low-lying clouds. The ocean in the first and last of the channels mentioned is generally stormy.

Since the line has resumed operations, all messages transmitted reach their destination, though sometimes in a somewhat mutilated form.

RECOMMENDATIONS.

It is recommended:

That an expert forester be maintained in the Territory for a sufficient time to enable him, acting with the Territorial government, to organize and establish a system for the management, conservation, and development of Hawaiian forests;

That the payment of the full amount of the awards made by the fire claims commission be assumed by the United States;

Or, in the alternative, the Territory of Hawaii being under conditions differing from those of any other Territory of the United States, and carrying on at its own expense a system of light-houses, the dredging of harbors and the maintenance of buoys, duties usually performed by the Federal Government, and the expense of these enterprises, together with the payment of the aforementioned awards when taken with the loss of the tariff revenues formerly enjoyed by Hawaii amounting at the time of the inception of the Territory to about \$1,200,000, being too great for the Territory to assume, that the customs receipts collected at the ports of the Hawaiian Islands be paid to the treasury of the Territory;

That the payment of taxes for the year previous to a regular election for Delegate to Congress and senators and representatives of the local legislature, and before the end of such year, be made a prerequisite to registration for voting at such election, except as to such taxes as may be in litigation;

That a Federal building for the accommodation of the Federal court, post-office, and revenue officials be erected in Honolulu;

That a building or buildings for the accommodation of the Federal court, custom-house, and post-office be erected in Hilo;

That light-houses be erected at Honolulu Harbor, Oahu, Makapuu Point, Oahu, Kahului, Maui, Ouna, Kailua, Kawaihae, and Mahukonu, Hawaii; and Kalaeokalaau, Molokai; and that the Federal Government assume the management of all Hawaiian light-houses;

That the Federal Government assume the care of all Hawaiian harbors and the work of improving the same;

That a breakwater be constructed for the protection and improvement of Hilo Harbor, Hawaii;

That the Hawaiian silver coins be received in exchange for United States silver coins of like respective denominations;

That a limited immigration of Chinese laborers be permitted, conditioned upon their engaging in agricultural work for hire only during their stay in the Territory and subject to deportation at their expense upon their ceasing to do so;

That legislation be enacted placing in the executive of the Territory authority to dispose of the waters belonging to the public lands—lease or license;

That section 80 of the “act to provide a government for the Territory of Hawaii” be amended so that the governor may suspend an officer in regard to the removal of whom the advice and consent of the Senate is necessary, until the next succeeding session of the Senate and may, except in case of the auditor, appoint a person to fill the office in question pro tem. until the matter of the removal of the suspended officer is settled, or may remove any of such officers.

Estimates for appropriations.

LIGHT-HOUSES.

Honolulu Harbor, Oahu	\$4.
Makapuu Point, Oahu	10.
Kahului, Maui	20.
Ouna, Hawaii	10.
Kailua, Hawaii	5.
Kawaihae, Hawaii	5.
Mahukonu, Hawaii	5.
Kalaeokalaau, Molokai	5.
Maintenance of light-houses	14.

HARBOR IMPROVEMENTS.

Expense of widening channel, Honolulu Harbor, and dredging channel entrance and harbor to a depth of 30 feet low water (this item is in accord with United States War Department estimate)	250.
Maintenance of buoys	6.
New buoys	4.
Construction of breakwater at Hilo	750.

NEW BUILDINGS.

Hilo post-office	16.
Hilo custom-house	6.
Total	1, 106.

Respectfully submitted.

SANFORD B. DOLE,
Governor of the Territory of Hawaii.

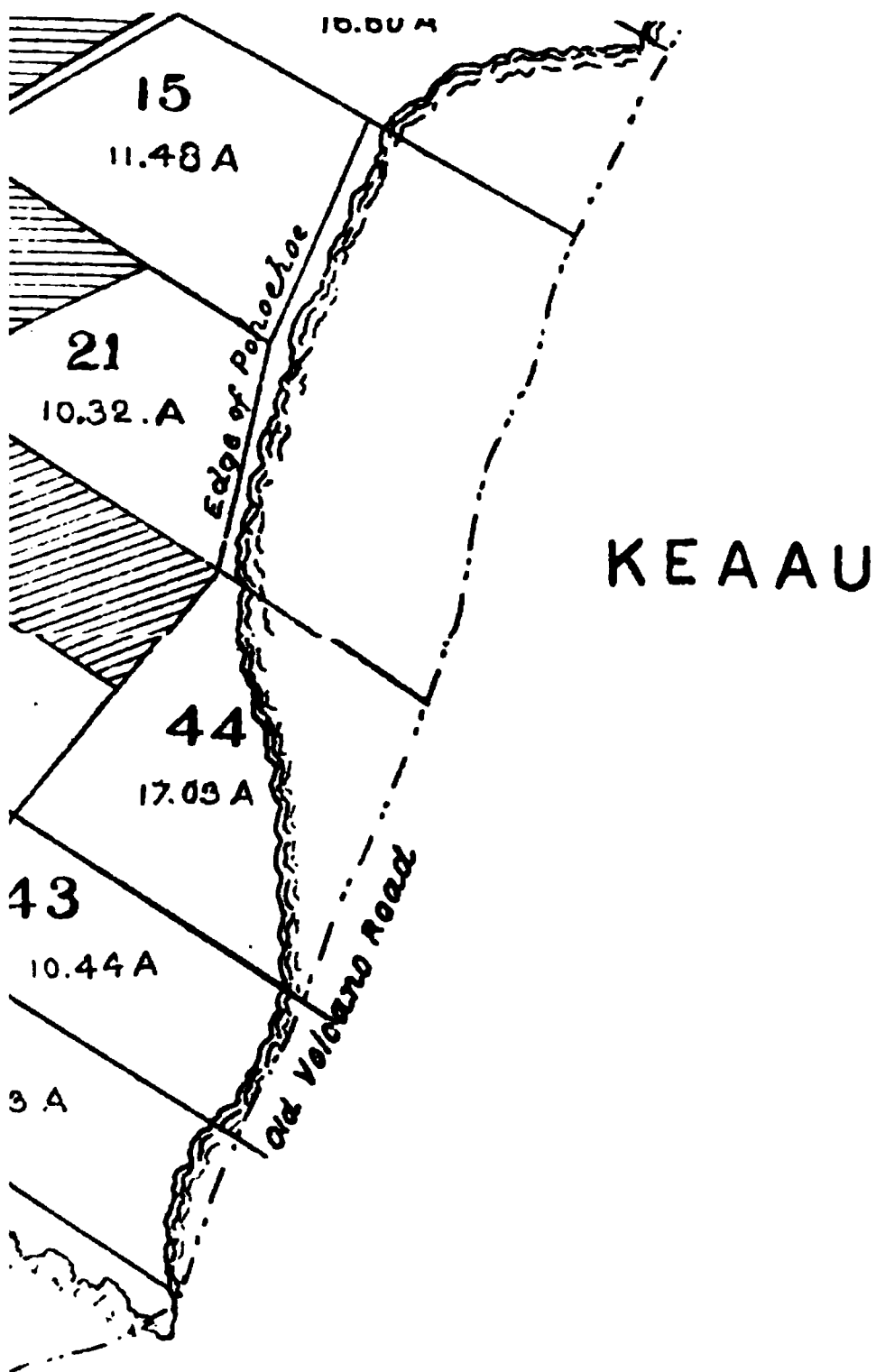
The SECRETARY OF THE INTERIOR,
Washington, D. C.

EXHIBIT Z.

Summary of the expenses of the subcommittee of the Committee on Pacific Islands and Porto Rico under Senate resolution No. 260, first session Fifty-seventh Congress, investigating the general conditions in the Islands of Hawaii:

Salaries.....	\$1,516.18
Message.....	22.30
Travel on steamships.....	540.00
Passage and man fares, meals, portorage, etc.....	338.25
Printing 456 pages of the 601 pages of testimony taken by the subcommittee in Hawaii.....	577.16
Mr. Brown, assistant sergeant-at-arms.....	72.00
Advertising, notice given on arrival of committee in Honolulu.....	4.90
	<hr/>
	3,070.79

In addition to the above, Harry C. Robertson, secretary to the subcommittee and at present clerk to the Committee on Coast Defenses, United States Senate, performed extra services, as follows: Reporting 145 pages of the printed testimony, and also prepared indexes to 601 printed pages of the testimony taken by your subcommittee, and — pages of letters, petitions, memorials, and exhibits, as appears by parts 1, 2, and 3 of the report of the committee, also index the report of the subcommittee of 176 pages, for which extra service he has not been paid, and your committee consider the same of reasonable value of \$500, and recommend that he be paid that sum for such extra services.



CROWN LAND HOMESTEADS

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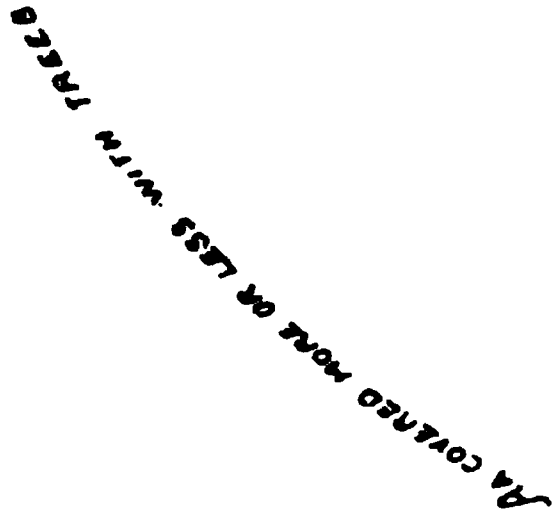
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SHADED LOTS LEASED

E.D. Baldwin. Surveyor. 1894.

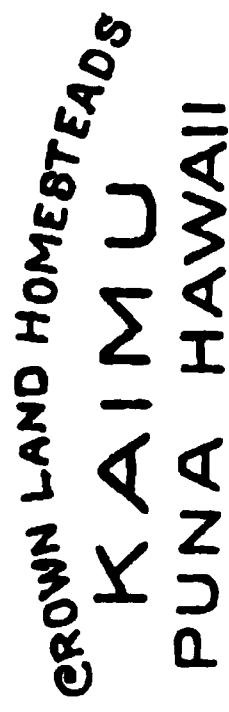
THE MORRIS PETERS CO. PHOTO-LITHO WASHINGTON, D. C.

A vertical scale bar with markings from 0 to 100, labeled "Scale". The scale is oriented vertically, with 0 at the bottom and 100 at the top. Major markings are at intervals of 20 (0, 20, 40, 60, 80, 100), and minor markings are at intervals of 10. The word "Scale" is written vertically along the left side of the bar.



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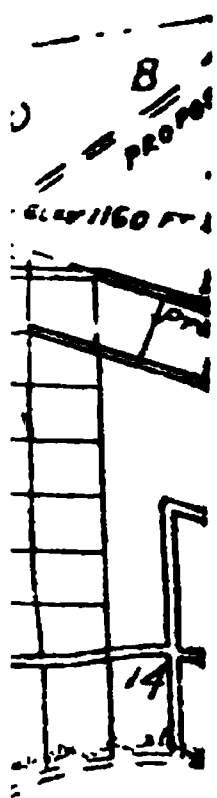
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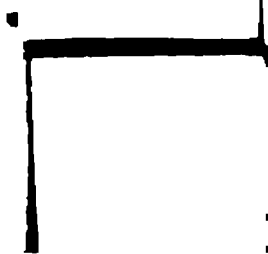
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